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The Solicitors' Journal.

LONDON, NOVEMBER 11, 1876.

CURRENT TOPICS.

THE NEW RULES for carrying into effect the enactments of section 17 of the Appellate Jurisdiction Act of last session have been drafted by Mr. Arthur Wilson, and are now before the committee of judges, who met yesterday to consider them.

WITHIN A SPACE of eight days pensions amounting in the aggregate to upwards of £5,000 have fallen into the Treasury by the deaths of Sir John Stuart, late Vice-Chancellor, and Mr. Hugh Wood and Mr. P. W. Rogers, C.B., late registrars of the Court of Chancery. As the annual amount thus saved to the nation is more than that needed for the salary of a new Vice-Chancellor, we venture to commend this circumstance, in connection with the present state of the cause list of the Chancery Division, to the consideration of the Government.

MR. PINDER'S SUDDEN DEATH has deprived the Western Circuit of one of its leading members at a time when it can ill afford to lose strength. For several years before his call to the bar he had practised as a special pleader, and when, at the spring assizes of 1858, he joined the circuit, he brought with him a reputation already gained as an able and accomplished lawyer. His career on circuit was steadily successful, and he was soon universally marked out as one of its future leaders. No man was ever more generally honoured and beloved by his brethren of the bar, and we believe we may safely say of him that every member of his circuit feels that he has lost a friend. In 1872 Mr. Pinder was chosen by the then Attorney-General (now Lord Coleridge) as junior counsel to the Inland Revenue, and we cannot doubt that, had his life been spared, he would have attained a high place in the profession. He was an admirable arbitrator, and those who have practised before him would be, we are certain, unanimous in their opinion of his eminent judicial qualities. The premature close of his quiet, useful, and honourable life is indeed a misfortune which the profession at large will deeply regret. The bar is, happily, still rich in men of character and ability, but no member of it possesses in a higher degree than did Mr. Pinder those sterling qualities which should distinguish all advocates. He was, in short, a thorough gentleman; one who trusted in the honour of his opponents, and—what, perhaps, is more difficult—gave them credit for trusting him.

WE PRINT ELSEWHERE a note by Mr. Hubbard on the Crossed Cheques Act of last session. Mr. Hubbard is no more satisfied with the Legislature than with the Court of Appeal, and gives no more quarter to the one than to the other. We cannot, however, altogether concur in the view presented by Mr. Hubbard in the instances

given by him. The first relates to the issue of a cheque to order crossed generally before issue, but intercepted, indorsed by forgery, and passed to a confederate. Here, Mr. Hubbard complains, the cheque would become the property of the confederate, because not marked "not negotiable." Certainly; but it must be remembered that, to meet Mr. Hubbard's difficulty, all cheques, crossed generally even, must be deprived of negotiability; and whether that would not be a serious impediment to commerce is, to say the least, a point not proved. If specially crossed cheques only were deprived of negotiability, "Philip Palmer's" case would be worse than it is now; for the "Midland Railway" presumably does not know Philip's banker, but can, nevertheless, cross the cheque generally and mark it "not negotiable." On the other hand, in the case of the cheque to Philip's order crossed generally and marked "not negotiable," which is intercepted, specially crossed by the thief to his own banker and presented to and paid by the bankers on whom it is drawn, who then, having paid according to the crossing, demand the amount ineffectually from the thief's bankers, it is difficult to see how the labyrinth comes to an end in the "true owner being left without redress." Why, the "true owner" has never got the cheque at all, if by this owner Philip is meant, and therefore, under section 9, he retains all his original rights. But if by the true owner Philip's debtor is meant, who has drawn a cheque which, under section 9, his bankers have duly paid, and are therefore entitled to charge the amount against him, why the drawer of the cheque ought to have provided against accident by marking the cheque "not negotiable." The real point seems to us, as it did before, to be, that no reason has been given why the words "not negotiable" should not be allowed their effect without being coupled with a crossing.

ATTENTION SHOULD BE DRAWN to a case of *In re Brown and Sibby's Contract* (24 W. R. 782, L. R. 3 Ch. D. 156), in which it appears to us that a learned Vice-Chancellor has been drawn from the proper scent by a red herring elaborately trailed across his path by astute counsel. In the case in question, Malins, V.C. seems to fancy that there is no distinction between the question whether the legal estate in a mortgage in fee passes by a general devise in the will of the mortgagee and the question whether a trust estate passes by a general devise in the will of the trustee. He applies such authorities as the decision of Giffard, V.C., in *In re Stevens' Will* (L. R. 6 Eq. 597)—authorities relating solely to the former question—to fortify his decision on the latter question, and this in spite of the express remark, in the case last mentioned, of Giffard, V.C., that the case before him was "not the case of a mere trust estate, but of the legal estate in a mortgage." There appears to us to be a clear distinction in principle between the two questions; and beyond all doubt such a distinction is drawn by the authorities. Under the rule in *Lord Braybrooke v. Instip* (8 Ves. 417, 435), that trust estates will pass under a general devise, unless it can be collected from expressions in the will, or the purposes or objects of the testator, that he did not mean them to pass, a charge of debts or legacies has been treated as showing an intention not to include a trust estate in a general devise (see *Roe v. Reade*, 8 T. R. 118; *Rackham v. Siddall*, 16 Sim. 297, 1 M. & G. 607). But in the case of a mortgage the reverse has been held. A charge of debts will not prevent the legal estate from passing by a general devise in the will of the mortgagee (*Field's Mortgage*, 9 Hare, 414), and the reason for the distinction is obvious. The mortgagee has a beneficial interest in the mortgaged property as a security, and it may be presumed that he intends the legal estate to pass to the person who, under the general devise and bequest, will be entitled to the mortgage money. As, according to the rule laid down by Lord Eldon, the intention is to be gathered from "the purposes or objects of the testator," this consideration cannot be left out of account; but nevertheless it may be overridden

by strong circumstances of inconsistency in the purposes to which the generally devised property is to be applied: see Vice-Chancellor Malins' own decision in *Martin v. Lawerton* (18 W. R. 561, L. R. 9 Eq. 563), and the Master of the Rolls' decision in *In re Packman and Moss* (24 W. R. 170, L. R. 1 Ch. D. 214). The rule which Vice-Chancellor Malins has now laid down is that a general devise of property charged with debts and legacies will carry the legal estate in trust property, and the reason he gives is that the testator ought to be taken as only meaning to charge that which is his own property. This would obviously cut away the whole rule in *Lord Braybrooke v. Inskip*, and although we should not greatly regret to see this done once for all by the Legislature, we object to the confusion likely to be introduced into this branch of law by piecemeal exceptions laid down by single judges.

WE SUPPOSE there must be readers who like to have the babble of the courts reproduced at their breakfast tables; but we do not know where they are to be found. The law reports of the *Times* are, on the whole, honourably distinguished by accuracy and discretion; but we regret to observe that the system of law reporting to which we have had occasion to refer on previous occasions has re-appeared during the last week, and has been applied to the Westminster division of the Court of Appeal. In a report of one case we find the following important observations:—

"Lord COLERIDGE asked whether there was any precedent of such an action without proof of a prescriptive ability.

Counsel said he had not met with such a case.

Lord COLERIDGE.—You would know if there were one, Mr. —.

Sir BALIOL BRETT.—Come, now, acknowledge that there is none. (A laugh.)

Counsel.—Well, my lords, believe there is none to be found."

And a little farther on the following highly useful conversation is diligently recorded:—

"Counsel.—The wall was the defendant's, and of course he repaired it, but that did not show any right against him to force him to repair it.

Sir BALIOL BRETT.—Could he knock a hole in it?

Counsel.—Yes.

Sir R. AMPHLETT.—That is a very damaging admission for you to make, in one view.

Counsel.—Then I will retract my answer, and say that he could not.

Sir BALIOL BRETT.—Then you admit that his neighbours have a right as against him.

Lord COLERIDGE.—Then, if they can sue him for knocking a hole in the wall, is he not liable to this action?

Counsel, upon this, said he considered that the owner could knock a hole in the wall, or pull it down if he liked, for it was his wall, and he was under no legal obligation to his neighbours to keep it up.

Sir BALIOL BRETT.—Then, what becomes of your admission to me that he could not knock a hole in the wall!

Counsel.—It was only a hypothetical admission. I did not fully perceive the point of the question.

Sir BALIOL BRETT.—Let me again repeat my question. Could the defendant knock down the wall?

Counsel.—Yes, as it is on his own land."

Now, we should like to know who is advantaged by the publication of small talk of this kind? The court cannot desire that every off-hand or hasty observation offered from the bench should be recorded, still less can the bar relish the publication of the inconsiderate statements which even the ablest advocates in the course of a discussion with the bench will now and then throw out. The effect must inevitably be to lower the reputation of the courts with the public, and possibly to injure the prospects of individual advocates.

AN APPLICATION to the Court of Appeal on Wednesday brought into prominence what looks like an oversight in the Appellate Jurisdiction Act of last session. Under the Matrimonial Causes Act, 1860 (section 2), either party dissatisfied with the decision of the judge ordinary, sitting alone, in granting or refusing an application for a new trial, which, by virtue of the Act, he is empowered to hear and determine, may appeal to the full court, whose decision is to be final. Upon the transfer of the jurisdiction of the Divorce Court to the High Court, section 19 of the Judicature Act, 1873, which enabled the Court of Appeal to hear and determine appeals from any judgment or order, save as thereafter excepted, of the High Court, and gave it for all the purposes of the determination of any appeal all the jurisdiction by that Act vested in the High Court, would seem to have conferred on the Court of Appeal jurisdiction to hear appeals from orders of the judge ordinary. But the Appellate Jurisdiction Act (section 20) provides that where, by Act of Parliament, the decision of any court or judge, the jurisdiction of which court or judge is transferred to the High Court, is to be final, an appeal shall not lie in any such case from the decision of the High Court, or of any judge thereof, to the Court of Appeal. The result is that the appeal must still be made to the full Court of Divorce; but owing to the numerous engagements of the judges it is found difficult to assemble the full court. Independently of the inconvenience thus arising, it is anomalous that an exceptional court of appeal of this kind should exist under the new system, and it is to be hoped that the next annual Judicature Act will deal with the matter.

SOME EXPLANATION seems to be needed of the proceedings at the Hammersmith Police-court in what has been called the "military libel case." The magistrate is reported to have designated the prosecution before him of a criminal charge as "two persons rushing on their destruction," and to have accused the counsel of the prosecutor, who declined to stop the proceedings, with "advising the prosecutor to rush upon his ruin," while the advocate for the prisoner is reported to have thanked the magistrate "for the trouble he had taken in the case and the efforts he had made to settle it without further litigation." All this, in the absence of explanation, is somewhat bewildering. We are not accustomed to believe that it is any part of a magistrate's duty to give paternal advice to prosecutors, or to prevent them from "rushing on their destruction"; still less to instruct a prosecutor's adviser in his duty to his client. Is not the proper function of the magistrate comprised in patiently hearing and deciding according to law the charges preferred before him?

On Monday, at the Middlesex Sessions, James Edwards, who was convicted last sessions of attempting to steal a purse and 3s. 6d., the property of Margaret Mitchell, was brought up for judgment, it having been deferred to allow inquiries to be made as to his antecedents.—Herbert Reeves, warder of Coldbath-fields Prison, proved a conviction of eighteen months' imprisonment against him, as well as one or two other convictions.—Mr. Serjeant Cox sentenced him to be kept in penal servitude for five years.—Prisoner: What! five years for an attempt? It ought only to be two years.—Notwithstanding this objection to the sentence of the court, the prisoner was passed to the cells below.—Subsequently the prisoner was ordered to be again placed in the dock.—Mr. Serjeant Cox, addressing him, said he thought that he had been convicted of stealing, but found that he was convicted only of an attempt to steal, and therefore that he (the learned serjeant) had no power to pass a sentence of five years, which he was very sorry for. He should, however, pass upon him the highest sentence the law allowed, which was to be imprisoned and kept to hard labour for two years.—Prisoner: I told you so; but that's getting off three years.

A RATHER STARTLING SUGGESTION.

A NOVEL question upon the construction of the Bankruptcy Act, 1869, was raised before the Court of Appeal, on the 9th inst., in a case of *Re Tate*.

Among the things enumerated in section 6 as "acts of bankruptcy" is (sub-section 2) "That the debtor has, in England or elsewhere, made a fraudulent conveyance, gift, delivery, or transfer of his property or of any part thereof." This clause is substantially identical with similar provisions contained in prior bankruptcy statutes, with this exception, that in the former statutes the words "with intent to defeat or delay his creditors" were inserted, and they have now been omitted. But, as was said by Lord Justice Mellish in *Re Wood* (20 W. R. 403, L. R. 7 Ch. 302), this omission makes no difference in the case where a debtor has made an assignment of the whole of his property in consideration of an antecedent debt, for such an assignment was always held to be fraudulent by construction of law, because, whatever the debtor's actual intent might have been, it necessarily had the effect of defeating and delaying his creditors. Now, in section 92 of the Act, by which, for the first time, that which had long been known by the name of "fraudulent preference" was made the subject of statutory definition and enactment, there is a proviso that "this section shall not affect the rights of a purchaser, payee, or incumbrancer in good faith and for valuable consideration." And in *Butcher v. Stead* (24 W. R. 463, L. R. 7 H. L. 839) the House of Lords (affirming previous decisions of the Lords Justices and the Chief Judge) held that a creditor who receives payment of his debt by way of fraudulent preference is protected by this proviso if he has received the payment without knowing of his debtor's insolvency or of his intention to prefer him.

In the course of the argument of *Re Tate*, where one of the questions was whether a payment by a debtor of an antecedent debt was an act of bankruptcy, because the payment practically swept away the whole of the property, the court raised the question whether the principle of the decision in *Butcher v. Stead* does not equally apply to assignments by a debtor of the whole of his property in consideration of an antecedent debt; whether, in fact, in such a case the creditor who did not know that he was receiving the whole of his debtor's property is not protected from having the transaction afterwards impeached in the Court of Bankruptcy. It is singular that this question should have been now raised, for in all the recent cases (and they have been many) in which the court has been asked to set aside an assignment of the whole of a debtor's property as being an act of bankruptcy, it has always been assumed that the only question to be decided was whether, as a matter of fact, the whole property was included. It has never been asked whether the creditor was aware of the fact that it was. And in *Re Tate* the suggestion of the court was met by the natural answer that the decision in *Butcher v. Stead* turned entirely upon the construction to be given to the proviso at the end of section 92, a proviso which in its very terms applies only to that section, and ought not to be extended to sub-section 2 of section 6.

The court (James, L.J., and Baggallay and Bramwell, J.J.A.), however, appeared to be strongly inclined to the opinion that, as the Legislature had in the Act of 1869 for the first time introduced the consideration of the *bona fides* of the creditor, while under the old law in all cases the *bona fides* of the debtor was alone regarded, there was no reason why the question of the creditor's *bona fides* should be considered only in the one class of cases aimed at by section 92. It became, however, unnecessary actually to decide this point, as the court ultimately came to the conclusion, upon the facts in *Re Tate*, that the creditor who had received the payment was well aware that he was receiving the whole of the debtor's

property, and could not, therefore, in any event claim the protection of the proviso.

It seems, however, desirable to call attention to the fact that the question has been mooted; and we must say that the reasoning seems very unsatisfactory. The questions are totally distinct—what acts should entitle a man's creditors to make him bankrupt, and what ought to take away from the particular creditor the benefit of a security which he has obtained. The two are arbitrarily connected together by the rule as to the vesting of property, and by that alone; but the very object of such a section as section 92 is to prevent the undue operation of these technical rules. It may be suggested that section 94 is the only rule which is directed to preventing the unfair operation of an act of bankruptcy; but that is not so. The 94th section protects the interests of persons not parties to the transaction which constitutes the act of bankruptcy; section 92 protects persons who are such parties; but it does not interfere with the operation otherwise of such acts. They still remain, under the first part of the section, "fraudulent and void," and are expressly so to be deemed; yet they are to be maintained in favour of certain persons who are described by words which occur only in the final clause. By the body of the rule they are fraudulent, and therefore by section 6, sub-section 2, acts of bankruptcy; but by the final clause, though fraudulent in every other respect, they are not to be deemed fraudulent as against the innocent creditor. How words occurring in the last clause by way of providing an exception, can affect the operation of the words in the first part of the clause to which no such qualification is appended, is a matter which, when it comes to be decided, will need a reason in its support.

THE WORK OF THE COURTS IN THE LAST YEAR OF THE OLD SYSTEM.

I.—THE COMMON LAW COURTS.

THE portion of the recently published judicial statistics which deals with the proceedings of the old common law courts is prefaced by an explanatory notice informing us that for the courts (excepting the Court of Chancery) the jurisdiction of which is transferred by the Judicature Acts, the information given in the returns is for the ten months ending the 31st of October, 1875. The returns for the Court of Chancery are, as usual, for the twelve months ending on the same date. Thus the statistics of the proceedings of the Supreme Court of Judicature for future years will be uniform in the date of their commencement for the several divisions of the High Court of Justice and for the Court of Appeal established under the Acts.

The return made by the Queen's coroner and attorney, and the master of the Crown Office, shows that, in 1875, there were 6 persons convicted and 2 acquitted, against 8 convicted and 2 acquitted in the previous year, in which cases judgment was entered up in the Queen's Bench. In 1875 in each of 4 different cases a fine of 6s. 8d. was imposed, and in 1 case a fine of 1s., all being for misdemeanour. The total amount of fees received for business done in the Crown Office was £727 11s. 1d., or £176 16s. 11d. more than in 1874.

In the three superior courts of common law the number of writs of summons issued was 60,062, against 68,950 in 1874. The number of appearances entered was 20,461, against 24,398; and the number of judgments 21,834, as compared with 24,743 in 1874. The executions issued were 15,168 in that year, and 13,088 in 1875. The total amount of fees received in the three courts was £44,067 4s. in 1875, against £51,175 19s. in 1874, and £74,688 5s. 6d. in 1865. The numbers for last year, it should be remembered, are for ten months only. Adding to them an equal proportion for two other months, the writs of summons issued would amount to

72,074; the appearances entered to 24,553; the judgments to 26,200; and the executions to 15,705. In 1875 the number of bills of costs taxed in the Court of Exchequer, exclusive of bills taxed under the statute, was 3,589, or, adding the proportion for the two last months, 4,306, against 3,941 in 1874. No return as to the bills taxed is given for the Court of Queen's Bench or for the Court of Common Pleas.

From a return furnished by the masters of the Court of Common Pleas, it appears that the proceedings under the Parliamentary Elections Act, 1868, for the ten months were 2 only in number, 1 petition having been presented from St. Ives, and 1 from Norwich. The total costs as per bill delivered, in the latter, amounted to £3,409 16s., of which sum £1,772 4s. 5d. was taxed off. The bill of costs in the other petition had not been taxed when the return was furnished.

The returns furnished by the associates of the three superior courts of common law, the clerks of assize, and the clerks of the Crown with regard to the courts at Westminster, show that the number of *remanets* from 1874 was 556 against 378 from 1873. At Westminster 1,994 cases were entered for trial, and on the several circuits 1,855 in 1875, against 2,526 and 1,311 respectively in the previous twelve months. Of the circuit cases 870 were tried, 445 were withdrawn or struck out, and 42 were made *remanets*. At Westminster, 677 cases were defended, 174 were undefended, 935 were withdrawn, 750 were made *remanets*, and 14 were stayed. There were further entered for trial 247 causes from the Common Pleas of Lancaster, 6 from the Court of Pleas of Durham, and 3 from the Court of Probate; of which 132 were tried, viz., 127 from the Common Pleas of Lancaster, 2 from the Court of Pleas of Durham, and 3 from the Court of Probate; 113 causes being withdrawn or otherwise disposed of in the Common Pleas of Lancaster, and 4 in the Court of Pleas of Durham. There were 7 *remanets* in the Common Pleas of Lancaster. In the preceding year the number of causes entered was 284 from the Common Pleas of Lancaster, 3 from the Court of Pleas of Durham, and 2 from the Court of Probate, of which 153, 2, and 2 respectively were tried.

There were tried at Westminster and on circuit 2,461 causes, against 2,769 in 1874. In these cases a verdict for the plaintiff was given in 1,366 instances, and for the defendant in 287. In 27 cases the jury was discharged without a verdict; in 84 cases a juror was withdrawn; in 105 cases the plaintiff was nonsuited; in 83 cases there was a *set processus*, the venue being changed; and 373 cases the record was withdrawn. The amount recovered was £323,224 in 1875, against £425,911 in 1874. The number of executions under writs of *fiery facias* was 12,669; of *capias ad satisfaciendum*, 5; of possession, 342; and of *elegit*, 72; making a total of 13,088, against one of 15,168 for 1874.

Rules for a new trial were refused in 113 cases, 147 rules *nisi* were granted; 88 rules absolute were granted, and in 65 cases the rule was discharged. The total number of applications was 413, against 578 in 1874.

The number of writs of summons issued for the ten months in 1875 having been 60,062, and the number of appearances entered 20,461, it would appear that in 39,601, or 65.9 per cent., of the writs issued no step was taken towards a defence. Of the cases in which appearances were entered, 3,349, or 16.3 per cent., were entered for trial, of which 1,721, or 51.3 per cent., were brought to trial, 174, or 10.1 per cent., being at the last undefended. For the decision of a jury there remained therefore 2.57 per cent. only, against 2.66 per cent. in 1874, of the cases in which writs of summons were issued.

In Judges' Chambers 52,383 summonses were issued in 1875, against 62,372 in 1874, and 52,821 in 1865; the total proceedings of all kinds in Judges' Chambers being 153,946 in 1875 and 183,897 in the previous year.

From the returns of proceedings in error it appears

that, including *remanets* from the previous year, there were 63 against 61 in 1874. There were, at the end of 1875, 22 *remanets* and causes standing for judgment, against 12 in the previous year, 41 and 49 cases respectively having been disposed of during the year.

The suitors' fund of the three superior courts of common law amounted, on the 1st of January, 1875, to £46,487 5s. 6d. During the year £141,825 1s. 8d. was paid in, and £124,760 7s. 8d. was paid out, leaving a balance on the 1st of January, 1876, of £63,551 19s. 6d., or £17,064 more than at the beginning of 1875. The amount of fees received in stamps during the year ending the 31st of March, 1876, was £85,966 4s. 9d., against £84,151 3s. 2d. in the previous twelve months. The payments amounted to £91,059 6s. 7d. in 1876, and to £91,418 9s. 7d. in 1875, and the excess of payments over receipts in 1876 was £5,093 1s. 10d. Salaries, compensations, and superannuation allowances (exclusive of the judges' salaries) amounted to £85,266 15s.; and rents, and travelling and incidental expenses to £5,792 11s. 7d.

In the Court of Common Pleas of the County Palatine of Lancaster there were, in 1875, 4,619 writs of summons issued, 1,781 appearances, and 1,601 judgments. The numbers for 1874 were 5,275, 1,940, and 1,731 respectively. The total fees received in chambers were £4,623 15s., and the amount of the associate's fees at the Liverpool Assizes was £1,276. The prothonotary's salary and all expenses and disbursements amounted to £2,586 9s. 7d. In the Court of Pleas at Durham there were 10 suits in which judgment was signed, and the total amount recovered was £328 16s. 3d. The amount of fees received was £166 3s.

Recent Decisions.

GRANT OF ADMINISTRATION TO CREDITOR — "SPECIAL CIRCUMSTANCES" WITHIN 20 & 21 VICT. C. 77, S. 73.

(In the Goods of Farrands, Prob. Div., 24 W. R. 1018.)

The 73rd section of the Probate Act, 1857, enables the court, where it shall appear to be necessary or convenient, by reason of the insolvency of the estate of the deceased, or other "special circumstances," to pass over the person who would, but for the statute, have been entitled to a grant of letters of administration. The first contingency has received a rather strict construction, and we believe this is the first case in which, on the ground of "special circumstances," when the next of kin has desired to take the grant, the court has substituted a creditor for the next of kin. The rule of the ecclesiastical courts was that all creditors could ask was some one to represent the estate of the deceased; hence, if the next of kin desired to take the grant, the creditors got all they were entitled to (see *Elme v. Da Costa*, 1 Phil. 173, 177; *Menzies v. Pulbrook*, 2 Curt 845, 849). Lord Penzance, in the case of *In the Goods of Hawke* (16 W. R. 712, L. R. 1 P. & D. 594), referred to the old rule, and held that a disputed insolvency was not a ground for passing over the widow in favour of a creditor, resting his decision on the difficulty of saying, "as to an administration, that any estate is insolvent, for fresh property may turn up at any moment." In the recent case this decision was strongly pressed upon Sir James Hannen as showing the reluctance of the court to pass over the person who would, under ordinary circumstances, be entitled to the grant. The circumstances of the case were very exceptional. The estate was alleged to be insolvent. The intestate was a paper maker, and it was alleged that the sister, who was his sole next of kin, was a woman in a low position of life, and of drunken and dissolute habits. The nominee of the creditors was a pulp manufacturer, who had a claim against the estate for about £900. It was urged that if justifying security were given by the next of kin the creditors would, under the

rule of the ecclesiastical courts, obtain all they were entitled to; but Sir James Hannen ruled that the nature of the business carried on by the deceased, the personal unfitness of the next of kin, and the consideration that the creditors' nominee would be most fitted by his experience to obtain a favourable realization of the property, constituted "special circumstances" which would warrant a grant of administration to the latter. Any other decision would really have been tantamount to repealing the provision of section 73.

Reviews.

THE STATUTE OF FRAUDS.

A TREATISE ON THE STATUTE OF FRAUDS. By WILLIAM FISCHER AGNEW, of Lincoln's-inn, Barrister-at-Law. Wildy & Sons.

The idea of Mr. Agnew's book is good, and it is not a little surprising that it should have remained so long unappropriated. The cases on the different sections of the Statute of Frauds are to be found collected in various works, but there was still an opening for a book bringing into a short compass all the decisions on the statute. There are few subjects still open to the legal author offering such opportunity for the display of skill in arrangement and extraction of principle as the mass of decisions on this statute. There are also few subjects which come so constantly before so wide a range of practitioners or are so important to the student.

Coming to the mode in which Mr. Agnew has dealt with the subject, we must first of all say that we have some difficulty in understanding the principle of his general arrangement. It neither follows the order of the sections of the statute, nor groups together the different sections relating to the same subject. Chapters 1 to 3 cover sections 1 to 4; chapter 4 relates to section 17; sections 5 and 6 are taken up in chapters 8 and 9; chapter 10 is devoted to sections 19 to 21 and section 23; chapter 11 returns to section 7, and so on. While chapter 3 relates to the various branches of section 4, the subject of part performance, which, of course, has reference to one of these branches, is relegated to chapter 16, at the end of the work. Chapter 10, relating to nuncupative wills, and soldiers' and mariners' wills, ought to have immediately followed chapter 8, on the execution and attestation of wills; and chapter 15, on probate and administration, would have conveniently followed chapter 10, instead of being placed, as it is, between chapters on "judgments" and "specific performance." We cannot help thinking that the general distribution of the subject might have been considerably improved.

A similar remark is applicable to some of the chapters. There is a lack of clear and convenient arrangement. Take, for instance, chapter 2, headed "Surrender." The portion relating to surrender commences (p. 28) with the definition from Co. Lit. of a surrender, and then proceeds to the rule that a surrender by a lessee has no operation on the rights of his sub-lessee. After an interval of several pages we come back to the same subject, on page 34, where we read, "The surrender of a lease will not affect an existing sub-lease," and then follow the provisions of 4 Geo. 2, c. 28, s. 6, and 8 & 9 Vict. c. 106. On p. 31 there is stated the division of surrenders into express or implied, and for a page or two we continue on the subject of express surrenders; then (p. 32) we come upon "effect of surrender" (which is again taken up on p. 62); a few pages afterwards (p. 37) there occurs the subject of "to whom surrender may be made" and "who may surrender;" and then, at last, on p. 40, we come to implied surrender. It is right to say that some other chapters show a better arrangement; with chapter 5, for instance, on the memorandum or note in writing, there is little fault to be found in this respect.

As to the book in general, we think the purport of the cases is on the whole fairly well stated; but the execution is unequal, and the care bestowed on some parts has not been so great as might have been desired. There are to be found occasional ill-considered statements. For instance, the reason for the doctrine that a surrender has no effect on the rights of sub-tenants is given thus (p. 29): "for there is no privity of contract between the original lessor and the sub-lessee." What has privity of contract to do with the matter? The want of it prevents the sub-lessee from surrendering to the original lessor; but in the case supposed he does not want to surrender; the only question is between the lessee and sub-tenant—whether the lessee can by his own act defeat an estate he has himself created. Mr. Agnew might have found the real reason of the rule in an observation of Bayley, J., in the case, cited by himself, of *Pleasant v. Benson* (14 East, 237):—"The tenant having created a legal interest in the sub-tenant in part of the premises demised to him, how can he afterwards destroy that interest by his own act without the assent of the sub-tenant?"

We need not continue the unwelcome task of criticism. The book is charmingly printed, and will be useful as a digest of the cases. We trust that in a subsequent edition Mr. Agnew will have an opportunity for revision and re-arrangement.

REAL PROPERTY ACTS.

THE REAL PROPERTY ACTS, 1874, 1875, and 1876, &c., &c., WITH EXPLANATORY NOTES. Third Edition. By WILLIAM THOMAS CHARLEY, D.C.L., M.P., of the Inner Temple, Barrister-at-Law. H. Sweet.

Mr. Charley has edited this edition of his work with care and industry, and if each successive issue shows an improvement equal to that which has hitherto been effected, the result will be to establish the book as a companion to Shelford. In saying this we feel rather magnanimous, for Mr. Charley rakes up our little controversy with him about his saving clauses in the Land Transfer Act. As to section 48, he thinks it abundantly clear that the saving clause had nothing to do with the decision of Hall, V.C., in *Christie v. Ovington* (24 W. R. 204); and as to section 129, he says that "the two expressions 'done' and 'duly done' are used by the parliamentary draughtsman indifferently, the one being as much common form as the other; and an eminent legal periodical is hardly justified, it is submitted, in concluding, with reference to the expression used in the present section, that 'the whole pinch of the construction seems to rest on the word "duly"'"—*Solicitors' Journal*, vol. 20, p. 169." We retain our opinion, but in fairness to Mr. Charley, state his explanation. The Partition Act, 1876, and the Settled Estates Act, 1876, are included in this edition, together with the rules and forms under the Land Transfer Act. May we suggest, as a small practical improvement, placing the name of the statute at the head of the right-hand page, and the chapter and section of the statute in the margin?

Mr. J. P. Murphy, Q.C., has been elected a bencher of the honourable Society of the Middle Temple.

Mr. James Buchanan, solicitor, proprietor of the *Gloucester Standard*, has been elected in the South Ward as a member of the Gloucester Town Council.

The heavy sentences passed by the judges at the Dublin commission, which closed on Wednesday, seem, says the *Daily News*, to have had their effect upon the lower class of criminals. In Dublin on Wednesday Mr. Justice Keogh and Chief Baron Fialles sentenced two young men to five years' penal servitude each for robbery. There was an extraordinary exhibition of grief from the gallery when sentence was announced. The judges complimented the jury on the firmness and determination which they had shown during the course of the commission.

General Correspondence.

THE CROSSED CHEQUES ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—Recollecting the interest you took in the crossed cheques question, I venture to forward a copy of my revised speech, and to call your attention to the cases cited at p. 4—*Simmons v. Taylor and Curlin v. Ireland*—and to my note upon the operation of the Act.

J. G. HUBBARD.

Bank of England, Nov. 9.

[The following is the note referred to by Mr. Hubbard:—

I cannot regard this Act as a satisfactory or final settlement of the law brought into question by the decision in the case of *Smith v. The Union Bank of London*.

The clause intended to correct that judgment is the 10th, and with that clause I should have been satisfied; but the Government thought it necessary to add the 12th, which originally ran "A person taking a cheque crossed specially," &c. In committee "specially" was struck out, and in a subsequent and unexpected committee "specially" was re-inserted. This last change I resisted as confining the protection from theft to a mere fraction of the whole number of crossed cheques, and I proposed (if a limitation of the cheques to be protected were necessary) to disqualify from becoming transferable by theft those crossed cheques which should be drawn "payable to order;" this being a characteristic of the large and important class of cheques issued in payment of dividends, of all kinds. My proposal was rejected, and the Bill was passed as it now stands—the 12th clause being that to which I object.

I object to the creation of a new category of cheque. If "non-negotiable" cheques can be usefully invested with an immunity from theft, there can be no reason why that immunity should not be assigned to "crossed cheques to order." The intention of the drawer and payee of such cheques requires their payment with the least possible delay, and if the drawer has a preference for the cheque to "bearer," it would be competent to him to use it. The great mass of cheques passed in commerce are cheques to "bearer," crossed "generally," and so they will remain, accomplishing their purpose with more risk, but with less trouble to both trader and banker than a cheque to "order," which requires the indorsement of the payee. And now how will the new Act work?

The Midland Railway Company send to Philip Palmer his dividend in a cheque of £35, payable to order at Glyn's. The cheque crossed & Co. is intercepted by a thief, who forges Palmer's indorsement, and passes it to a confederate in exchange for goods of the same nominal value. The confederate obtains payment over the counter, notwithstanding the crossing.

According to the 10th clause, Glyn's would be liable to the "true owner" for the amount; but under the 12th clause, disallowing the thief's title only in the event of the cheque being marked "not negotiable," this cheque not so marked would be held to be the property of the confederate.

If I am told "Stamp 'not negotiable' on all cheques which it is desired to protect," I reply—"Extend the protection admitted to be needful to all crossed cheques payable to order," and do not require this enigmatical inscription.

But will cheques stamped "not negotiable" be altogether safe under the present Act?

Assume the £35 cheque sent to Palmer to be stamped "not negotiable," to be made payable to his order, and to be crossed generally. It is intercepted by a thief, who adds to the crossing "City Bank" and pays it in to his own account. The "City Bank" present it to Glyn's, who pay it at the clearing. Palmer, when the theft is discovered, claims the amount of his dividend from the company. Glyn's, having paid according to the crossing, require the amount from the City Bank; but the City Bank, who, under the first paragraph of the 12th clause, had as a "person" no title to the cheque, may, under the second paragraph of the same clause, claim immunity from any liability to the true owner, who is thus left without redress.

J. G. HUBBARD.]

THE NEW ORDERS OF THE HOUSE OF LORDS UNDER THE APPELLATE JURISDICTION ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—I observe that these orders provide that, in future, an appellant shall, before being allowed to appeal, deposit £200 or give security with two sureties in that sum. I desire to call the attention of the profession and others, through your columns, to this provision, which appears to me to be a great hardship upon poor suitors, and to give the rich an undue advantage over the poor in litigation. In fact, it will operate in many instances as a denial of justice altogether to the poor man.

In one of the last appeals heard under the old system, I was solicitor for the successful appellant. The appeal was from the decision of the two Lords Justices overruling the decision of a learned Vice-Chancellor. The question in dispute involved the right to a considerable amount of property, and the decision appealed from was ruin to my client. The appellant was poor, and could not possibly have deposited £200. As it was, friends had to be taxed as far as possible to obtain the means to appeal, which were only obtained with difficulty. Had this deposit or security been required, there would, I believe, have been no appeal. When the appeal was heard, four learned lords, apparently without doubt or hesitation, confirmed the decision of the Vice-Chancellor, three of them being ex-Chancellors. It can hardly be doubted that, had the decision of the Lords Justices stood, there would have been a miscarriage of justice.

What is this deposit required for? Perhaps it may be answered, to prevent frivolous appeals. If so, I reply, those are exactly the appeals it will affect the least. To a rich man it is a matter of indifference whether he deposits £200 or gives security for that amount, and it is only rich litigious men who can indulge in the luxury of a frivolous appeal. The poor suitor must resort to his friends whether any deposit is required or not, and after that resource has been exhausted, is generally still largely dependent on the assistance of his professional adviser; but neither friends nor professional advisers are usually ready to risk their money unless good grounds are shown for doing so. No doubt the time of the courts is occasionally wasted by half crazy litigants pursuing wholly groundless claims in person, but these are very exceptional cases. No professional man, unless he has strong grounds to proceed on, is likely, with the judgment of the Court of Appeal below against him, to rush to the House of Lords with only a pauper client at his back.

I cannot say that the new order is the introduction of a new and dangerous principle into the conduct of litigation, because the same principle has been already adopted in the case of appeals from county courts, and probably in other cases which do not occur to me at this moment. Nevertheless, I do contend that it will work an injustice, against which every poor suitor in the land should raise his voice; and those journals who advocate the rights of the poor should echo the cry till it is heard and answered. If appeals are not required, close the courts of appeal, but if they are required, let the appeal of the poor man be heard, as well as the voice of the rich, within their doors.

If none are to be heard in the courts of appeal in this country but those who come with a hand full of money, why are the poor allowed to be suitors in our courts of law at all? Perhaps if this is allowed to pass unchallenged that question will be asked by the plutocracy (who now have so much to do with making or marring our laws), and answered by requiring security from every man before any action can be brought. I contend that it is unconstitutional that suitors should be required to make any deposit before being allowed to avail themselves to the fullest extent of those courts, which profess, and ought, to be open alike to rich and poor as far as possible.

It is sufficiently hard on the poor man that he can only avail himself of those courts by contributing his quota, in the shape of fees, to what is required for their maintenance. This, however, is perhaps unavoidable, though it is remarkable that in the county court (the poor man's court) the fees are much higher than in the High Court of Justice. However that may be, there seems no adequate reason why suitors who are appellants should make a deposit or find security for the costs of the other side.

In the county courts (though equally an injustice) the deposit required is usually not large, and so it is got over and is allowed to pass, like many other evils, because no one will take the trouble to oppose them till they lead to greater evils in the same direction which at length become intolerable. I submit that the rule requiring a deposit of £200 will prove an intolerable grievance to the poor suitor, and should not be submitted to without remonstrance by those who have influence with that august body from whom these rules proceed, and who would, I believe, be the last to inflict an injustice knowingly on poor or rich.

If it is necessary to provide against protracted litigation without sufficient *prima facie* grounds, I would suggest that this might be done much more effectually, as well as more equitably, by giving power to an independent judge (not the judge whose decision is appealed from), when the respondent can satisfy him that an appeal is groundless or frivolous and vexatious, to require security to be given before the appeal is allowed to proceed; or, perhaps, even to stop the appeal altogether, which would in some instances protect a poor man who has obtained a judgment against a rich one from being dragged through a series of courts till his opponent prevails by the mere process of exhausting his slender means.

Nov. 7.

THE QUALIFICATION OF CORONERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Amongst your numerous subscribers there must surely be many who hold the office of coroner, and who can therefore fully appreciate the great importance of coroners being selected from members of the legal profession. As there seems good reason to expect that we shall, in the next session of Parliament, have some new legislation in regard to the office, may I be allowed to suggest, through your columns, the desirability of some action on the part of solicitors to secure the restriction of future appointments to gentlemen who have passed a legal examination, and who understand something of the principles which should regulate a judicial inquiry?

At first sight it may appear that this is a matter which could best be taken up by the Coroners' Society. But the fact that this society is not confined to professional men, precludes the hope of any assistance from such a quarter, and induces me to appeal, in preference, to the profession generally, through the medium of your paper.

I do not think that lawyers need fear that in advocating this alteration in the law they will be charged with mere selfishness. The emoluments attached to the office of coroner are, for the most part, too meagre to justify an insinuation of this kind, even if such advocacy were less in accordance with common sense and public opinion than it is.

I am not sure that I am quite correct in speaking of what is necessary in the way of legislation as an "alteration in the law." According to Sir Edward Coke "sufficient knowledge" is one of the five "qualities" which a coroner must possess (2 Inst. 174). The writ for the election of a county coroner directs the sheriff to cause "such an one to be chosen as best knoweth that office," and a coroner was, on one occasion, removed from his office (2 Inst. 32) simply because he was only a merchant (*communis mercator*). The law, as it stands, thus clearly recognizes the necessity of a candidate for the office possessing a knowledge of its duties, and it is

difficult to imagine how a person can be of "sufficient knowledge" unless he understands something of the law of evidence, of criminal jurisprudence, and of the ordinary rules of procedure in a court of justice. Practically, however, the common law is often disregarded in making these appointments, and what is really wanted is that the law should be declared and enforced, which can only be done by making provision that no person shall henceforth be appointed to a coronership who does not possess a definite and prescribed qualification, and I submit that such qualification (unless it is desired to repeal the present common law requirements) must be a legal one.

It is a noticeable fact that the deputy of a borough coroner must be either "a barrister-at-law or an attorney" (6 & 7 Will. 4, c. 105, s. 6), and that the appointment of a county coroner's deputy is (by 6 & 7 Vict. c. 83, s. 1) subject to the approval of the chief law officer of the realm, the Lord High Chancellor.

Trusting that some of your correspondents may, with your kind permission, suggest in your columns the best means of bringing the influence of solicitors generally to bear on the forthcoming legislation, with a view to securing coronerships, as they become vacant, to members of the legal profession, I am, &c.,

WALTER BULLER ROSS,
One of H.M. Coroners for Suffolk.

Ipswich, Nov. 6.

JURISDICTION OF PERPETUAL COMMISSIONERS.

[To the Editor of the Solicitors' Journal.]

Sir,—It may be useful to some of your subscribers to know that, notwithstanding the decision of the Master of the Rolls in *Blackmur v. Blackmur*, reported in the *Weekly Notes* of the 15th of July last, and more fully in the *WEEKLY REPORTER* of same date, that a perpetual commissioner may take a married woman's acknowledgment in any county, whether specially appointed for such county or not, the practice of the Registry Office is not altered thereby, and that the registrar declines to pass certificates of acknowledgments taken by commissioners out of the jurisdiction for which they are appointed. Thus, although I am a perpetual commissioner for the county of Somerset, the office would not pass a certificate of an acknowledgment taken by me at the city of Bath, which, although in Somersetshire, is a separate jurisdiction not named in my appointment.

Bristol, Nov. 8.

JOHN MILLER.

Lord Curriehill and the Lord Advocate of Scotland have been appointed deputy-lieutenants for the county of Edinburgh.

The Lord Chancellor, speaking at the Lord Mayor's dinner on Thursday, said, "I cannot but take the first public opportunity of expressing the profound regret which I, in common with the whole legal profession, feel at the loss which we have recently sustained by the death—I must say the untimely death—of two of the youngest, the most vigorous, and the most efficient judges of the Supreme Court. There never was a time when services like theirs could with greater difficulty be spared. We are passing through a crisis of extensive legal changes, and we stand in need of every possible contribution of wisdom, of experience, of patience, of forbearance, to make those changes fit and harmonize with our ancient system of judicature. I suppose that a simple and inexpensive system of procedure must always tend to increase litigation; and if the recent changes are to be tried by this test they must have been most signally successful in their operation; for whereas we understand that there is scarcely any trade or occupation in this country which is not suffering from a greater or less degree of depression, I believe I am right in saying that the quantity of business which stands at this moment at the disposal of the various courts of justice is greater than it has been at any previous time."

Cases of the Week.

TRIAL BY JURY—ACTION IN CHANCERY DIVISION—ENTERING ACTION FOR TRIAL—ORD. 36, RE. 3, 10, 10a, 14, 16, 29.—Our readers will remember the difficulties which arose shortly before the long vacation with regard to the trial by jury of actions in the Chancery Division. In the case of *Garling v. Roys* (noted 20 SOLICITORS' JOURNAL, 782) the plaintiff, on the 27th of July, gave notice of trial by a judge and jury in Middlesex for the 7th of August, but the registrar of the Chancery Division refused to enter the case for trial without the directions of the judge, and the associate of one of the common law divisions declined to make the entry, on the ground that his instructions were not to enter for trial any action attached to the Chancery Division. Application was made to Vice-Chancellor Hall, who declined to do anything but extend the time for entering the action for trial until the present month of November. The plaintiff on the 2nd of August applied to the Court of Appeal, who said that the question involved was one of such importance that it must be decided by the full court, and must, therefore, stand over till November. On the 6th inst., *Whitehorse*, on behalf of the plaintiff, renewed the application before the Court of Appeal (Lord Cairns, C., James, L.J., and Baggallay and Bramwell, J.J.A.). The Lord Chancellor said that a new general order is about to be issued which will probably remove the difficulty which has arisen in this and other cases, and therefore the application had better stand over for three weeks.

DIVORCE ACTION—NEW TRIAL—APPEAL—JUDICATURE ACT, 1873, SS. 16, 19—APPELLATE JURISDICTION ACT, 1876, S. 20.—On the 8th inst., in a divorce action of *Westhead v. Westhead*, *Inderwick*, Q.C., applied *ex parte* to the Court of Appeal by way of appeal from the refusal by the President of the Divorce Division of a motion for a new trial. By section 10 of the Act 20 & 21 Vict. c. 85 (which established the Divorce Court), it was provided that applications for new trials of questions or issues before a jury should be heard and determined by three or more judges of the court, of whom the judge ordinary should be one. By section 13 of the Act 21 & 22 Vict. c. 108, power was given to the judge ordinary to grant a rule *nisi* for a new trial, but no such rule was to be made absolute except by the full court. By section 1 of the Act 23 & 24 Vict. c. 144, it was provided that it should be lawful for the judge ordinary alone to hear and determine all matters arising in the court, and to exercise all powers and authority whatever which might previously have been heard and determined and exercised respectively by the full court or by three or more judges thereof; provided always (section 2) that, "in addition to the cases in which an appeal to the full court now lies from the decision of the judge ordinary, either party dissatisfied with the decision of such judge sitting alone, in granting or refusing any application for a new trial which by virtue of this Act he is empowered to hear and determine, may, within fourteen days after the pronouncing thereof, appeal to the full court, whose decision shall be final." By section 16 of the Judicature Act of 1873 there is transferred to and vested in the High Court of Justice (*inter alia*) the jurisdiction which at the commencement of the Act was vested in, or capable of being exercised by, the Divorce Court. And it is provided that the transferred jurisdiction shall include (subject to certain exceptions) "the jurisdiction which, at the commencement of this Act, was vested in, or capable of being exercised by, all or any one or more of the judges of the said courts respectively, sitting in court or chambers, or elsewhere, when acting as judges or a judge." And, by section 19, jurisdiction is given to the Court of Appeal to hear and determine appeals from any judgment or order (with certain exceptions) of the High Court, or of any judges or judge thereof. By section 20 of the Appellate Jurisdiction Act, 1876, "where by any Act of Parliament it is provided that the decision of any court or judge, the jurisdiction of which court or judge is transferred to the High Court of Justice, is to be final, an appeal shall not lie in any such case from the decision of the High Court of Justice, or of any judge thereof, to her Majesty's Court of Appeal."

Inderwick suggested that there might be a doubt, upon the construction of this last section, whether there was any right of appeal to the Court of Appeal from the refusal of a new trial by the President of the Divorce Division, but he contended that at any rate the Court of Appeal had a concurrent jurisdiction with the full court of the Divorce Division. The Court of Appeal (James, L.J., and Baggallay and Bramwell, J.J.A.), however, held that the proper course was to appeal to the full court of the Divorce Division and not to the Court of Appeal.

TIME FOR APPEALING—REFUSAL OF INTERLOCUTORY MOTION—SPECIAL LEAVE TO APPEAL—ORD. 58, R. 15.—In a case of *Trail v. Jackson*, brought before the Court of Appeal on the 8th inst., a person had sought to be admitted to prove against the estate of the testator in an administration suit for £75 due to him for rent under three leases granted to the testator, and also for £260 in respect of dilapidations of the premises comprised in the three leases. Vice-Chancellor Hall, on the 2nd of June last, admitted the claim for the £75, and also the claim for dilapidations to the extent of £61, being the amount claimed in respect of the premises comprised in one of the leases, but rejected the claim so far as it related to the premises comprised in the other two leases. The order was not passed and entered till the 1st of August, and on the 9th of August the claimant gave notice of appeal. On the opening of the appeal it was objected that it was too late, and that it ought to have been brought within twenty-one days of the 2nd of June, the day on which the order was made; and the court (James, L.J., and Baggallay and Bramwell, J.J.A.) adopted this view, observing that the appeal was not from anything given by the order, but from the refusal of the Vice-Chancellor to include in the order other items which the claimant said ought to have been included in it. It was, in effect, nothing more than an appeal from the refusal of the Vice-Chancellor to make an order, and therefore the appeal ought to have been brought within twenty-one days from the date of refusal. This decision appears to be an extension of that in *Swindell v. The Birmingham Syndicate* (24 W. R. 911, L. R. 3 Ch. D. 127, noted 20 SOLICITORS' JOURNAL, 722), where it was held that the fact that the court, in refusing an application, added a direction as to the payment of costs, did not render what was done anything else than a mere refusal of the application. The court, moreover, in *Trail v. Jackson*, held, as they did in *Swindell v. The Birmingham Syndicate*, that the mere fact that a party had made a mistake about the practice afforded no ground for extending the time for appealing. To induce the court to do that, the party who wished to appeal must show that he had been in some way misled by his opponent.

PROOF BY PARTNERS.—In a case of *Lacey v. Hill*, recently decided by the Master of the Rolls, one of the partners in a firm of bankers had, without the knowledge of the other partners, improperly abstracted from the funds of the bank large sums of money for the purposes of speculations of his own upon the Stock Exchange. He died and the suit was instituted to administer his separate estate. The surviving partners became bankrupt. The Master of the Rolls, following Lord Eldon's decision in *Es parte Harris* (3 V. & B. 210), held that a proof must be admitted on behalf of the joint estate of the bankrupt partners against the separate estate of the deceased partner in respect of the sums which he had improperly abstracted from the bank, notwithstanding the fact that the separate estate had not really been increased by those sums, they having been entirely squandered. This decision was, on the 8th inst., affirmed by the Court of Appeal (James, L.J., and Baggallay and Bramwell, J.J.A.) who said that it was impossible for them to overrule Lord Eldon's decision. They also expressed an opinion that the rule as to appropriation of payments laid down in *Clayton's case* (1 Mer. 585) does not apply to a case of fraud. The sum at stake in *Lacey v. Hill* is very large, and we believe it is probable that the question will be carried to the House of Lords.

PATENT LAW AMENDMENT ACT, 1852.—On the same day the Court of Appeal affirmed the decision of the Master of the Rolls in *Hole v. Robertson* (24 W. R. 1064) to the effect

that, when section 25 of the Patent Law Amendment Act, 1852 (15 & 16 Vict. c. 83), says that in the case where a patent is granted in this country for a foreign invention, and a foreign patent has been previously granted for the same invention, the rights under the English patent shall cease on the determination of the term of the foreign patent, it is sufficient to exclude the operation of this provision that the English patent should have been dated before the grant of the foreign patent, and it is not necessary that it should have been sealed first.

EXAMINATION OF CLAIMANT WITH WHOM TRUSTEE OF BANKRUPT HAS ENTERED INTO COMPROMISE.—In a case of *Re Austin*, heard before the Court of Appeal on the 9th inst., the trustee of a bankrupt had, with the sanction of the committee of inspection (as provided by section 27 of the Bankruptcy Act, 1869), entered into a compromise of a very singular nature with a person who claimed to be a creditor for a large amount. In the absence of that claim the estate was sufficient to pay all the other creditors in full, and to leave a handsome surplus for the bankrupt. This particular claim had been brought in long after the others, and was attended with some circumstances of suspicion. The compromise, however, provided that all the other creditors should first receive 18s. in the pound, that then the claimant should receive 18s. in the pound on the amount of his claim, and that afterwards he and the other creditors should be entitled to share *pari passu* in the remaining assets. The bankrupt disputed the validity of the claim altogether, and the court held that he was entitled to have the claimant examined before the court as to his alleged debt.

LEAVE TO SERVE WRIT IN IRELAND.—ORD. 11.—In the Common Pleas divisional court on the 4th inst., before Grove and Denman, JJ., in the case of *Casey v. Arnott*, an application was made for leave to serve a writ in Ireland under ord. 11. The action was for slander in the nature of slander of title—that is, it was for damages for the injury caused to the plaintiff by the statement that a vessel of his was unseaworthy. The vessel was in an English port, the defendant being in Ireland, and this, it was urged, was a case affecting property in England within the order. The court, however, considered that this was not such a case as was contemplated in the order.

TIME FOR APPEALS FROM DECISIONS AT CHAMBERS.—ORD. 54, r. 6.—In the Common Pleas divisional court on the 4th inst., in the case of *Cram v. Samuel*, an order of a master staying execution had been reversed during the long vacation by Huddleston, B., at chambers. This it was now sought to appeal against. The objection was taken that it was now too late, under ord. 54, r. 6, eight days having elapsed since the learned judge's order, besides which there had been a divisional court sitting in the vacation. It was contended in reply that the order must be read to mean eight working days, and *Hallums v. Hill* (24 W. R. 956), in the Court of Appeal, was cited. It was also pointed out that the divisional court in vacation only sat for certain specially appointed cases which in the opinion of the judges were urgent. The court, however, held that the eight days were peremptory; that *Hallums v. Hill* did not apply, as that case was decided on a rule which said the motion was to be in four days to a divisional court "if then sitting"; and that there was sufficient remedy provided, in case of need, by the power given to extend the time at any period by ord. 57, r. 6.

NON-ATTENTION TO TELEGRAM—CONTEMPT OF COURT.—In a case of *Re Bryant*, heard by the Chief Judge on the 6th inst., an application was made to commit a sheriff's officer and an auctioneer for contempt of court by reason of the breach of an injunction granted by the Court of Bankruptcy to restrain the sale of the goods of a debtor who had filed a liquidation petition. The petition was filed in the London court on the 3rd of August. The debtor's goods, at his house in Hertfordshire, had been previously seized under a writ of execution. The sale took place on the 4th of August. On the morning of that day the sheriff's officer and the auctioneer received notice, by means of a letter from the debtor's solicitor, that the petition had been filed, and that an application would be made to the court,

at its sitting on the morning of the 4th of August, for an injunction to restrain the sale. The injunction was applied for and granted, and immediately afterwards the debtor's solicitor sent telegrams to the sheriff's officer and the auctioneer, informing them of what had been done, and these telegrams were received before the commencement of the sale. The sale, however, was proceeded with, and not until nearly the whole of the goods had been sold was an office copy of the order for the injunction served on the auctioneer. The main question discussed was whether the sheriff's officer and the auctioneer were bound to pay any attention to a telegram, or whether they were not entitled to proceed with the sale until an actual order of the court was served upon them. The Chief Judge held that the sale ought not to have been proceeded with, and that both the sheriff's officer and the auctioneer had been guilty of a contempt of court, for which the proper penalty would have been an order of committal. But, the sheriff's officer undertaking to hand over the money produced by the sale to the trustee under the liquidation, and a committal not being pressed for, the Chief Judge only ordered that the respondents should pay the costs of the motion. He declined, however, to direct an inquiry whether any damage had resulted to the debtor's estate in consequence of the sale.

Obituary.

MR. PEARCE WILLIAM ROGERS, C.B.

We have to record the death, on the 7th inst., of Mr. P. W. Rogers, late a registrar of the High Court of Chancery, after a long illness. Mr. Rogers was for several years prior to 1841 engaged in the offices of Messrs. Gregory & Co., of Bedford-row. In October of that year he was appointed by Lord Lyndhurst to a clerkship in the Registrars' Office, and in July, 1859, he became a registrar. Mr. Rogers was a member of the Law Courts Commission, and subsequently of the Chancery Funds Commission, and for his valuable services was rewarded by the dignity of Civil Companion of the Order of the Bath. In the month of May, 1875, Mr. Rogers, having long fought against ailments brought on by his labours on these commissions and which were aggravated by his assiduous discharge of his official duties, retired on a pension, which he has only enjoyed for eighteen months. The extensive knowledge possessed by Mr. Rogers of everything relating to the practice and procedure of the court, combined with a never-tiring desire to make himself master of the business in hand, rendered him a most useful official.

MR. FRANCIS FORD PINDER.

Mr. Francis Ford Pinder, barrister, died very suddenly, at 129, Mount-street, Grosvenor-square, on the 3rd inst., at the age of fifty-four. Mr. Pinder was born in 1822, and was educated at Winchester and Trinity College, Cambridge, where he graduated B.A. in 1844. He practised for several years as a special pleader, and was called to the bar at the Inner Temple in Michaelmas Term, 1857, when he joined the Western Circuit. He had been standing junior counsel to the Commissioners of Inland Revenue since January, 1872, and he had a large practice on the Western Circuit. Mr. Pinder was found by his servant in his bath-room in a state of insensibility, and died shortly afterwards. Mr. Pinder was one of the editors of "Stephen on Pleading."

MR. SAMUEL BARNETT CORY.

Mr. Samuel Barnett Cory, solicitor, of Great Yarmouth, died at Runham, Norfolk, on the 21st ult., in his eighty-first year. Mr. Cory was born in 1796, and was admitted a solicitor in 1836, and from that date until his death carried on business at Yarmouth. He was appointed clerk to the county magistrates for the East and West Flegg divisions a few years ago, and he was also vestry clerk of the parish of Great Yarmouth, and clerk to the Gorleston and Southtown Local Boards of Health. He had a good private practice. His son, Mr. John Cory, was admitted a solicitor in 1862.

Appointments, &c.

Mr. HENRY CHARLES LOPES, Q.C., M.P., who has been appointed a Judge of the High Court of Justice, is the third son of the late Sir Ralph Lopes, Bart., and was born in 1828. He was educated at Winchester, and at Balliol College, Oxford, where he graduated B.A. in 1849, and he was called to the bar at the Inner Temple in Trinity Term, 1852. Mr. Lopes first attached himself to the chancery courts, but soon afterwards migrated to the common law bar, and joined the Western Circuit, and the Devonshire, Exeter, Plymouth, and Devonport Sessions. He became a Queen's Counsel in 1869. He first entered Parliament in April, 1868, when he was returned for Launceston without opposition in the Conservative interest, and at the ensuing general election he was also unopposed. In February, 1874, he was elected (after a close contest) M.P. for Frome. The new judge has been Recorder of Exeter since 1867, and he is also a bencher of the Inner Temple and a magistrate and deputy-lieutenant for Somersetshire.

Mr. FRANK RICHARDSON, solicitor (of the firm of Richardson & Sadler), of 28, Golden-square, has been appointed a Commissioner for taking Affidavits in Matters depending in the Supreme Court of Judicature of the Colony of Victoria, for London and Middlesex.

Mr. EDWARD BOND, barrister, has been appointed Reader in Conveyancing to the Incorporated Law Society for the ensuing year.

Mr. WILLIAM DECIMUS INGLET FOLKES, barrister, has been appointed Reader in Common Law to the Incorporated Law Society for the ensuing year.

Mr. GEORGE WINCH, solicitor, of Chatham and Sheerness, has been appointed Steward of the Manor of Chatham, in the place of Mr. George Brindley Acworth, deceased. Mr. Winch was admitted a solicitor in 1864, and is also clerk to the stipendiary magistrate for Chatham and Sheerness, registrar of the Sheerness County Court, and deputy-coroner for the county of Kent.

Mr. FREDERICK WHITTAKER, barrister, has been appointed Attorney-General of the colony of New Zealand.

Legal News.

"Templar," writing to the *Times*, states that "After careful consideration I feel confident that there are at least sixteen (I believe nineteen) members of the bar whose incomes professionally exceed £7,000—many of them considerably exceed that sum."

The *New Zealand Journal* for August rejoices greatly about the appointment of an Attorney-General with a seat in the Cabinet. It says, "We have a right to suppose that, with an Attorney-General as a political officer, the interests of the profession will not be altogether ignored in the future; and as there are now nine or ten members of the profession in the House, there is at least a prospect of the legal profession 'coming to the front.' Nearly all the members of Congress are said to be lawyers; let us hope to see the day when the leading members in the body politic of New Zealand will be lawyers also."

On Saturday last, in consequence of an announcement on the part of the Master of the Rolls that he meant to recur to the old practice of sitting until three o'clock on Saturdays, Mr. Freeling, on behalf of the junior bar, appealed to his lordship to reconsider his determination, on the ground that it was of importance to junior counsel to be relieved from attending court at two o'clock on Saturdays, and thus to be enabled to devote more time to their chamber practice. The Master of the Rolls said that he had found the inconveniences arising from the new practice of rising at two o'clock on Saturdays to be so great that he felt himself obliged to recur to the old practice; but he would meet the wishes of the junior bar as far as he could, by saying that in future he would take no case after two o'clock on Saturdays in which Queen's Counsel did not appear on both sides.

A moot was held on Tuesday night in the Hall of Gray's-inn, on the following question, practically that which

arose in *The Liver Alkali Company v. Johnson* (20 W. R. 633).—"A., whose business it is to let out barges for hire, for the conveyance of goods—he providing the necessary crew, but the hirer of the barge having in each case to fix the points of the barge's arrival and departure—lets a barge to B. to carry a cargo from M. to N. On the passage a portion of the cargo is, without any negligence on the part of A. or his servants, damaged by water. In an action by B. against A., the Court of Exchequer holds that A. is liable, as a common carrier, to make good the loss, and this decision is affirmed in the Exchequer Chamber. Against that judgment A. appeals to the House of Lords. Is the appeal sustained?" Mr. J. A. Russell, Q.C., judge of county courts, was president. Mr. Wilde, a bencher of the Inn, also occupied a place at the high table. A number of members of the Inns of Court attended. Mr. Maddison, of Lincoln's-inn, and Messrs. Mattinson, Macaskie, and Francis, of Gray's-inn, were the arguers. Mr. Russell, in his summing up, said that, in spite of the great authorities to the contrary, the reasoning of the appellant seemed to him better than the reasoning of the respondent, and he was confirmed by the expressions of the Lord Chief Justice. The *pro forma* judgment in their minutes would, therefore, be for the appellant.

On Monday morning, says the *Morning Post*, Dr. Adams, Q.C., officiated at the Oxford City Quarter Sessions as deputy for the recorder (Mr. W. H. Cooke), who was absent "through unavoidable circumstances." At the last quarter sessions a rupture arose between the mayor and the recorder, in which strong language was used in consequence of the sessions having been adjourned through the recorder failing to appear at the appointed time, and Dr. Adams, in addressing the grand jury, on behalf of Mr. Cooke, read the following apology:—"I am happy to be able to state to you that the differences that have arisen between the recorder and the mayor and magistrates have been satisfactorily arranged by mutual explanations. The recorder has authorized me to express to the mayor of this city that, owing to a misunderstanding on his (the recorder's) part as to the position of the mayor of this city in this court, he made use of some expressions, and particularly of the word 'servant,' which were inconsistent with the dignity of the office of mayor. He now, through me, withdraws all observations which refer thereto, and expresses his regret that he should have used them. With regard to the observations on the magistrates, he also states that he had no intention of alluding to them as being servants of this court, or in any objectionable manner, and if he has been represented as having used such terms towards them his words must have been misunderstood. He, moreover, assures me that he had no intention of lowering the dignity of either the mayor or magistrates, and regrets that he should have been reported as having done so. The recorder informed me that it had been reported to him that the mayor had said that his conduct on the occasion of his not being present when the sessions were adjourned by the mayor was an intentional insult to the citizens. On my mentioning this to your mayor he assured me that he had made use of no such expression, and if it had been reported that he had done so his words must have been misrepresented. He had no intention of making such a charge against the recorder."

Societies.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 2nd inst., the following being present, viz.:—Mr. Desborough (chairman), and Messrs. Bennett, Carpenter, Collinson, Hedger, Kelly, Lovell, Masterman, Niabet, Sawtell, Scadding, Sidney Smith, Tyles, Vallance, and Boodle (secretary), the following grants were made, viz.:—£50 to the widow of a member, £30 to the daughter of a deceased member, £5 to the daughter of a deceased non-member, and £45 to the widows of five non-members; five new members were elected, and the ordinary business was transacted. It was announced that a sum of £100 had been bequeathed to the association by the late John Howell Triston, Esq.

UNITED LAW STUDENTS' SOCIETY.

The weekly meeting of this society was held at Clement's-inn Hall, on Wednesday evening, the 8th of November, Mr. E. C. Rawlings in the chair. Mr. W. Dowson opened the subject for the evening's debate, viz.:—"That voluntary schools should not receive any support from the State." The motion gave rise to a very animated debate, and was ultimately lost by a majority of ten votes. Twenty-eight members were present.

PLYMOUTH, STONEHOUSE, AND DEVON-PORT LAW STUDENTS' SOCIETY.

The fortnightly meeting of this society was held at the Athenaeum, Plymouth, on Friday, the 3rd inst., the president (J. Shelly, Esq.) being in the chair, and a large number of ordinary members present. On the motion of the secretary three members were elected, making altogether nine ordinary members who have joined this society during the present session. The moot point for the evening was then discussed—"A bore has a hole in B's cistern; the water contained in the cistern escapes and causes damage to C's property. Can C. sue B. for damages?"—Mr. Helpman and Mr. Chubb speaking in the affirmative, and Mr. Fox and Mr. Guy in the negative. After a somewhat lengthy debate, on the summing up of the chairman the question was put to the vote and decided in the negative.

Courts.

WRECK COMMISSION COURT.*

(Before H. C. ROTHERY, Esq., Wreck Commissioner; and Captains KNOX and CASTLE, Assessors.)

Nov. 6, 7.—*The Vigilant*.

Charge, when to be made—Order of examination of witnesses—Costs.

This was an inquiry directed by the Board of Trade into the circumstances attending the sinking of the cutter yacht *Vigilant* by collision in the Thames with the steamship *Cymba*.

Cohen, Q.C., and C. Bowen, appeared for the Board of Trade.

Clarkson and Myburgh, for the owner of *The Vigilant*.
Milward, Q.C., and Lamb, for the owners, master, and officers of *The Cymba*.

When the case had so far proceeded that all the witnesses produced by the Board of Trade who were on board either of the vessels at the time of the collision had been examined,

Cohen, Q.C., and C. Bowen, suggested that under r. 14 the Board of Trade was bound to state whether it made any and what charge before calling other witnesses.

The COMMISSIONER assented to that view, and further stated that, in his opinion, if, in the course of the examination of witnesses, anything had occurred to the court which would lead them to desire a further inquiry, although the Board of Trade made no charge, yet the court ought to call the attention of the counsel for the Board to the difficulty felt by the court. He was also of opinion that if no charge was made, yet, looking at r. 21, it would be his duty to call on the counsel for the other parties to address the court, and the counsel for the Board of Trade to reply. He further announced that he proposed to deliver judgment in all cases in open court.

A written charge was then handed in on behalf of the Board of Trade against the master of *The Cymba*.

Milward, then applied for leave to call witnesses on behalf of the defendant.

The COMMISSIONER held that under r. 18 the Board of Trade, if they had further witnesses, were entitled to call them first.

Bowen then called another witness.

On Milward objecting to questions being put by the counsel for the owner of *The Vigilant*,

The COMMISSIONER held, as before, that all parties were

still before the court, and that the order of examination had better be continued, as before the charge, in the following order:—The counsel for the owner of the ship lost following the Board of Trade, and then the counsel for the defendant following him.

Clarkson and Milward addressed the court, and Cohen replied.

The COMMISSIONER delivered judgment, finding that the yacht was to blame for the collision, and returning the certificate of the defendant, the master of *The Cymba*.

Milward applied for costs.

The COMMISSIONER said that as it was a proper case for inquiry, and no extra expense was entailed by the charge being made, he should not make any order for costs against the Board of Trade; and that in his opinion the power given by r. 25 to order the Board to pay costs was only intended to be exercised in a case where there was no foundation at all for the charge or for any inquiry at all.

No order as to costs.

The Solicitor to the Board of Trade.

Solicitors for the owner of *The Vigilant*, Crump & Son.
Solicitor for the owners, &c., of *The Cymba*, T. Cooper.

Oct. 30, 31; Nov. 1.—*The Dinorah*.

(Before H. C. ROTHERY, Esq., Wreck Commissioner, and Admiral POWELL and Captain HARRIS, Assessors.)

In our report last week of this case we omitted to notice that on the charge being made,

Bowen proved the service on the defendant of a copy of the short report of the Receiver of Wreck on which the inquiry was ordered, in accordance with the requirements of the Merchant Shipping Act, 1862.

But, for the defendant, objected that this was not sufficient to satisfy the statute, and that a copy should have been served of all documents which influenced the Board in holding the inquiry.

The COMMISSIONER ruled that as it appeared that the short report was that on which the inquiry was ordered, the statute had been amply complied with.

THE RAILWAY COMMISSION.*

July 20, 21, 22.—*The Dunkirk Colliery Company v. The Manchester, Sheffield, and Lincolnshire Railway Company.*

Coal traffic—Terminal charges—Special services—Construction of special Act—Regulation of Railways Act, 1873, s. 15.

The M. S. & L. Railway Company were authorized by their special Act, when they carried coal in owners' wagons, to charge a rate not exceeding 1d. per ton per mile for conveyance, and for everything incidental to conveyance, and also reasonable sums for certain terminal and extraordinary services. The terminal and extraordinary services were particularized in the Act, and were as follows:—"Loading, covering, and unloading of goods, delivery and collection, and any other services incidental to the business or duty of a carrier where such services, or any of them, are or is performed by the company, and warehousing and wharfage of goods, or any other extraordinary services performed by the company."

Upon complaint by colliery proprietors, whose coal pits were connected with the railway company's main line by a private siding, and whose coal was conveyed by the railway company in owners' wagons to different places, that the tonnage rate charged was greatly in excess of the mileage rate—*e.g.*, the charge from the coal pits to S., a distance of six miles nine chains, was 1s. 6d. instead of the mileage rate of 7d.—the railway company attempted to justify the excess charged in the tonnage rate over the mileage rate, because (1) considerable additional haulage and shunting had to be performed in order to marshal and arrange the traffic from the collieries; (2) they hauled back the empty wagons free of charge to the premises of the colliery proprietors; (3) the junction of the private siding with the railway obliged them to provide and maintain an expensive signalling and interlocking apparatus, and to pay for pointmen and signalmen to manage the points and signals; (4) they provided coal-shoots or coal-drops for unloading and discharging the wagons.

Held, (1) that any charge for additional haulage belonged to the portion of the tonnage rate which was mileage rate, and that (following *Lancashire and Yorkshire Railway Company v. Gidlow*, 24 W. R. 144, L. R. 7 H. L. 517) marshalling and shunting were services incidental to conveyance, and not services within the exception clause of the special Act; (2) that the railway company were not authorized by their special Act

* Reported by N. H. PATERSON, Esq., Barrister-at-Law.

* Reported by W. H. MACNAMARA, Esq., barrister-at-law.

to charge in the tonnage rate for the service which they rendered in bringing back empty wagons, the back haulage of empty wagons having nothing whatever to do with the particular services which were enumerated in the exception clause; (3) that providing, maintaining, and working signalling and interlocking apparatus at the junction with the colliery siding was an extraordinary service within the exception clause of the special Act, because it was a service from which the general public using the railway derived no benefit, but was performed for the benefit of the colliery proprietors alone, and that 3d. per ton of the tonnage rate should be assigned as a fair charge for that extraordinary service; (4) that providing coal-shoots for unloading the wagons was an extra service for which the railway company, under the special Act, were authorized to charge, and that such charge for the use of the coal-shoots should be at the rate of 2d. per ton. And that, subject to those exceptions, the excess charged in the tonnage rate charged by the railway company over the mileage rate was not authorized by their special Act.

This was an application by the Donkirk Colliery Company, the lessees of collieries in Dunkinfield, in the county of Chester, under section 15 of the Regulation of Railways Act, 1873 (36 & 37 Vict. c. 48), for an order enjoining the Manchester, Sheffield, and Lincolnshire Railway Company to desist from charging excessive rates for the carriage of coal over their line, and to decide what were reasonable sums to be paid to the railway company for terminal charges.

McIntyre, Q.C., and Beale, appeared for the applicants. Pember, Q.C., and Forsley, for the defendants.

The facts in the case sufficiently appear from the following judgment:—

THE COMMISSIONERS.—By the special Act of the Manchester, Sheffield, and Lincolnshire Railway Company (12 & 13 Vict. c. 81), s. 208, the railway company, where they carry coal, not providing the wagons for the coal, and not being, in fact, bound to provide the wagons, are authorized, first of all, to charge a rate not exceeding one penny per ton per mile for conveyance and for everything incidental to conveyance, and next, reasonable sums for certain terminal and extraordinary services. Those terminal and extraordinary services are particularized in a clause of the 208th section, and are as follows: "Loading, covering, and unloading of goods, delivery and collection, and any other services incidental to the business or duty of a carrier where such services, or any of them, are or is performed by the company, and warehousing and wharfage of goods, or any other extraordinary services performed by the company."

The complainants in this case are colliery proprietors, and the lessees of two coal pits which are opposite to each other at a point on the main line of the Manchester, Sheffield, and Lincolnshire Company's railway, with which main line their pits are connected by sidings which are their own and on their own property. The railway company carry coal from these sidings in different directions, and amongst other places to the four places which are named in the application, namely, Ashbury, Ardwick, Mottram, and Stockport. The distance from the pits to Stockport is a little over six miles. The distance to the three other places is under six miles. At the rate of one penny per ton per mile the mileage rate to Stockport would be not exceeding 7d. per ton, and to the other places not exceeding 6d. per ton, because, although the distance to the other places is short of six miles, yet the railway company under a short-distance clause in this Act are empowered to charge as for the full distance of six miles. But the actual charge which the railway company make for conveyance of this coal is, to Ashbury 1s. instead of 6d., to Ardwick and Mottram 1s. 3d. in lieu of 6d., and to Stockport 1s. 6d. instead of the mileage rate of 7d. It is these differences between the mileage rate and the tonnage rate of which complaint is made in this application.

The questions, and the only questions, which arise upon the application, therefore, are these:—First, what is the work over and above conveyance, and anything which may be considered as incidental to conveyance, which the railway company perform in carrying the coal for the complainants? secondly, is the work, if any, which they do of that kind, work that comes within the exception clause of this 208th section? is it one or other of those services that are particularized in that exception clause? and in the third place, if so, is the sum which the railway company charge for such extra services a reasonable sum or not, we having power, under the 15th section of the Regulation of Rail-

ways Act, 1873, to fix what we consider a reasonable sum for terminal and extraordinary services?

Now, if we take the answer of the railway company, we find that they state there that the traffic from these collieries has to be worked into Guidebridge before it can be marshalled and arranged, "and owing to this and to the nature of the traffic itself considerable additional haulage has to be performed by the respondents." It appears to us, however, that any charge for additional haulage belongs to that portion of the tonnage rate which is mileage rate. As it happens, Guidebridge is on the way to two of the stations, namely, Ardwick and Ashbury, and coal from these pits would necessarily pass that way; but it is in the opposite direction to that which coal would take going direct from the pits to Stockport or to Mottram. Even, however, including this additional haulage the distance to Stockport does not exceed seven miles, and the distance to Mottram does not exceed six miles. Therefore any expense that this additional haulage puts the railway company to can count for nothing in the total of the tonnage rate.

Then mention was made at the hearing of the marshalling and shunting which were done by the railway company for the complainants in respect of their coal. We consider that services of that kind have been decided, by that case which was referred to yesterday (*Lancashire and Yorkshire Railway Company v. Gidlow*, 24 W. R. 144, L. R. 7 H. L. 517), to be services incidental to conveyance, and at any rate not to be services coming within the exception clause of this 208th section.

In the next place the railway company, in the answer, refer to the back haulage of empty wagons as a service which they perform free of charge. The proprietors of the colliery supply the wagons in which their coal is carried along the company's railway. These wagons are taken to their destinations, there they are unloaded, and then they are brought back by the railway company free of charge to the premises of the colliery proprietors. We are of opinion that there is no authority in the 208th section or any other part of the special Act for the railway company to charge in the tonnage rate for the service which they render in bringing back empty wagons, and that, in fact, the back haulage of empty wagons has nothing whatever in common with any one of the particular services which are enumerated in the exception clause.

Now, where a private siding communicates with a passenger railway, the opening into that railway and the switches by which the passage of traffic between the railway and the private siding is regulated are required by the Railways Clauses Act of 1845, which was referred to yesterday, to be provided and renewed from time to time upon the most approved plan by the owners of the private siding. But then the railway company say that the existence of the junction of the private siding with the railway obliges them, over and above the junction works, to provide and maintain an expensive signalling and interlocking apparatus, and to pay for pointsmen and signalmen to manage the points and the signals. That is a service which the railway company state puts them to considerable expense, and they also say that it is an extraordinary service coming within the exception in this 208th section, and that they charge for that service in their tonnage rate upon these coals. In their contention on this point we are of opinion that they are right, and that a service of that kind is an extraordinary service within the exception referred to. It is so, we think, because it is a service from which the general public using the railway derive no benefit, and which is rendered by the railway company for the particular benefit of the owners of the siding; and also because it is rendered by the railway company at a place where they have no station of their own, and where, if it was not that the collieries of the company are situated at that particular spot, they would not find it necessary to maintain a signalling and interlocking apparatus. We are empowered to state what we consider to be a reasonable sum for a railway company to charge for an extraordinary service of that sort. Upon the whole we are of opinion that of the tonnage rate 3d. per ton may be assigned as a fair charge to be made for the extraordinary service performed for the benefit of the colliery lessees.

When the coal has been conveyed to the stations which are its destinations, it is placed by the railway company in sidings at the different stations. We think it was stated that at Ashbury the sidings belong to the complainants, but at the other three stations the sidings are the property of the railway company, and, in fact, part of their railway. But

at one of these stations, namely, Stockport, the railway company have provided coal-shoots or coal-drops for unloading and discharging the wagons, and they say that part of their tonnage rate is on account of these coal-shoots, and that the providing of them is another extra service rendered by them, and for which, under this 208th section, they are authorized to charge.

Now it seems to us that providing coal-shoots is something over and above the accommodation which a station of a railway company must necessarily contain. There are several of these coal-shoots at the Stockport Station, and it appears that for an annual payment of £10 they allow a coal dealer to have the exclusive use of one of their number. The complainants in this case pay £30 a year, and they have the exclusive use of three coal-shoots at the station at Stockport. The railway company say that that payment is not for the use of the coal-shoots, but that it is, as it were, an acknowledgment for having the right of user reserved to them in particular, to the exclusion of other persons, and that it does not include payment for the actual use of the coal-shoot.

We think that the railway company made out that point satisfactorily, and, judging of the matter by the evidence which was given by Mr. Oakley, we think that the railway company may reasonably charge for the use of those coal-shoots at the rate of 2d. per ton. The coal-shoots at the Ashbury Station do not belong to the railway company. They, like the sidings there, belong to the proprietors of these collieries. At the other two stations it seems, as far as we could understand the evidence, that the complainants consign all their coal to single customers, who receive the coal at the station, and pay the company for using coal-shoots to unload the coals. If that is the case, of course it would not be right to make a second charge for the same services to the proprietors of these collieries. But as to the principle itself, just as a railway company, if it undertakes collection and delivery, and actually performs the service, may include a reasonable sum for doing that in the tonnage rate at which it carries goods, granting a rebate if it does not perform the service, so we say that under this section a railway company may include in their tonnage rate a something, which we fix in this case at 2d. per ton, for providing coal-shoots, which are an assistance to people in unloading and in warehousing their coal, and in that sense come within the clause of this 208th section.

With those exceptions, we think that the excess in the tonnage rate charged by the railway company over the mileage rate is not authorized by anything that we can find in their Act. We therefore are of opinion that, subject to what we have said, the tonnage rates charged by the railway company must be reduced accordingly.

We are of opinion also that the complainants are entitled to their costs.

Solicitors for the applicants, *Sharpe, Parkers, Pritchard & Sharpe*, for J. & J. Hibbert, Hyde.

Solicitors for the defendants, *Cunliffe & Beaumont*, for J. R. & R. Lingard, Manchester.

A REMARKABLE SCENE.

THE *Manchester Guardian* publishes the following account of some proceedings at the Hammersmith Police-court on Tuesday last:—Mrs. Frances Reynolds, a riding mistress of Knightsbridge, appeared before Mr. Paget, at Hammersmith Police-court, yesterday, for the ninth time, to answer a summons charging her with publishing a false and defamatory libel concerning Mr. John Henry Stewart Reid, quartermaster in the 1st Life Guards. Mr. Harris, barrister, appeared in support of the summons. The defendant was represented by Mr. E. Lewis, solicitor.

Mr. Paget, addressing the parties, said they had had three weeks' time for consideration, and he hoped that what he had said on the last occasion had been productive of some result.

Mr. Harris.—No advance has been made, because no apology has been offered, and if any were made we should not think of accepting it, because our object is to suppress this female.

Mr. Paget.—Is it really hopeless to prevent two persons rushing upon their destruction.

Mr. Lewis.—It seems to be so, sir. I fear we must give up.

Mr. Harris said he certainly should not consent to Mr. Reid doing anything but vindicating his character.

Mr. Paget.—Can you, Mr. Harris, as counsel for Mr. Reid, after having heard his cross-examination, advise him to carry it to a higher tribunal?

Mr. Harris.—I must decline to be cross-examined by the bench.

Mr. Paget.—I am not cross-examining you.

Mr. Harris.—I think you were cross-examining me. I am acting as counsel in this case for Mr. Reid.

Mr. Paget.—And I am acting in my position as magistrate.

Mr. Harris.—I appeal to you in that position, and say, "Let us go on," for I do not understand any magistrate taking the part of defendant with a view to stop proceedings taken with a view to protect the character of a gentleman.

Mr. Paget.—You are making most improper remarks to me, of which I shall not condescend to take any notice. You are advising the prosecutor to rush upon his ruin.

Mr. Harris.—I am advising nothing. I ask for justice on behalf of Mr. Reid, and I say we insist upon having it.

Mr. Lewis then addressed the court, and, says the report, "took an opportunity in the course of an able speech to thank Mr. Paget for the trouble he had taken in the case, and for the efforts he had made to settle it without further litigation," and in conclusion asked him to dismiss the summons, upon the ground that such evidence as ought to be produced before the court in support of the summons had not been produced by the prosecutor.

Mr. Paget said he had felt throughout the case that it was most undesirable, especially for the prosecutor, to take the case further, but he thought that he had no power to deal with it. He thought that legally he had no power to discharge the defendant, and must send the case for trial.

After some discussion the case was adjourned.

New Orders, etc.

WINTER ASSIZES.

ORDER IN COUNCIL.

At the Court at Balmoral, the 23rd day of October, 1876. Present, the Queen's most excellent Majesty in Council.

In pursuance of section 5 of the Winter Assizes Act, 1876, her Majesty is pleased, by and with the advice of her most honourable Privy Council, to order as follows:—

The jurisdiction of the justices and judges of the Central Criminal Court, at any session of oyer and terminer or gaol delivery, held for the Central Criminal Court district in the months of November, December, or January, shall extend to the following counties and parts of counties neighbouring to the said district (hereinafter referred to as counties and parts of counties to which this order relates), viz.:—the county of Sussex; the county of Berks; the county of Herts; and such parts of the counties of Essex, Kent, and Surrey as are not included in the Central Criminal Court district, and the Central Criminal Court Act shall apply to the said counties and parts of counties, and offences committed therein, as if the same counties and parts of counties were mentioned in that Act:

Subject, nevertheless, to the following modifications and exceptions:—

(1) Nothing in this order shall authorize the trial at the Central Criminal Court of any person who shall have been admitted to bail and shall not be in custody at the time of such trial, unless he be jointly charged with another person in actual custody, or of any person for any offence triable at quarter sessions, except in accordance with the provisions of sections 18 and 19 of the Central Criminal Court Act.

(2) For the purposes of this order, the counties and parts of counties to which this order relates shall be deemed to be included in the commission in force for the time being for the Central Criminal Court.

(3) Unless the Central Criminal Court shall otherwise direct, no person shall be summoned or returned from

any of the counties or parts of counties to which this order relates to serve on any grand jury or petty jury at the Central Criminal Court, but any grand jury or petty jury constituted in accordance with the provisions of the 4th section of the Central Criminal Court Act, shall have authority to inquire of, present, try, and determine all offences with respect to which jurisdiction is by this order conferred on the Central Criminal Court.

(4) Until her Majesty is pleased, by and with the advice of her Privy Council, otherwise to order and direct, it shall be lawful for any justice of the peace or coroner having jurisdiction within any county or part of a county to which this order relates, to commit any person charged with having committed any offence with respect to which jurisdiction is by this order conferred on the Central Criminal Court, and which has been committed or is alleged to have been committed within the jurisdiction of such justice or coroner, either to the gaol to which, but for the said Winter Assizes Act and this order, such person would have been committed, or to the gaol of Newgate, there to remain until he can be tried in pursuance of this order, or in due course of law.

(5) When in pursuance of this order any person shall be committed to any gaol other than Newgate, the sheriff of the county in which the gaol to which the prisoner is committed is situated, or the keeper of the same gaol, shall, six days at least before the next sitting of the Central Criminal Court at which the prisoner can be tried, or at such other time as the justices or judges of the said court, or any two or more of them, shall from time to time direct, cause such person, with his commitment and detainers, to be safely removed from the gaol to which he was committed, without any writ of *habeas corpus* or other writ, to the gaol of Newgate, there to remain until delivered by due course of law.

(6) Where any person is committed for trial in any county or part of a county to which this order relates, any of the justices and judges of the Central Criminal Court, or the committing justice or justices, or any two of the justices of the county or place in which he was committed, may, upon the application of such prisoner, direct the treasurer of the county or place where the prisoner was committed to advance to the prisoner a sum, not exceeding £20, to enable him to defray the travelling expenses of his witnesses to and from the Central Criminal Court, and the treasurer shall advance such sum, and shall deduct it out of the amount allowed by the court in respect of such witnesses.

(7) Where, for the purposes of the trial of any offence, with respect to which jurisdiction is by this order conferred upon the Central Criminal Court, recognizances are entered into for attendance at any court of oyer and terminer or general gaol delivery for any county to which this order relates, such recognizances shall be deemed to have been entered into for attendance at the then next ensuing session of oyer and terminer and gaol delivery to be holden for the Central Criminal Court district as enlarged by this order, in the month of November, December, or January, as the case may be, and every person bound by such recognizance shall be bound to appear at such session or forfeit his recognizance; provided that where such recognizance has been entered into prior to the date of this order not less than ten days' notice to appear at such session shall have been given to such person, either by serving the same personally on him, or by leaving the same at the place of residence as of which he is described in the recognizance, and the clerk to the committing justices or coroner, as the case may be, shall issue such notice as aforesaid.

(8) If at the summer assizes for any of the counties of Sussex, Berks, Herts, Essex, Kent, or Surrey, any prisoner or person charged with an offence with respect to which jurisdiction is by this order conferred upon the Central Criminal Court, be remanded for trial at a future time, it shall be lawful for the court by which he is remanded to order and direct that he be tried either at the next general session of oyer and terminer and gaol delivery to be holden for such county or at the session of the Central Criminal Court to be holden in the month of November then next following; and in the latter case the prosecutor and the witnesses in attendance shall enter into recognizances for their appearance at such session of the Central Criminal Court, and if an indictment or indictments has or have been found against the prisoner or person, the clerk of assize shall transmit the same with the depositions and all other things relating thereto to the clerk of the Central Criminal Court, together with a copy of the order of court, and such prisoner or person shall be tried

upon such indictment or indictments in the Central Criminal Court as if such indictment or indictments had been found in the said Central Criminal Court, and for the purpose of such trial such prisoner may be removed to the gaol of Newgate without writ of *habeas corpus* but with a copy of the order of court, and all such other proceedings shall be had and taken as if the prisoner or person had been originally committed for trial subsequent to the commencement of the summer assizes.

(9) If the Central Criminal Court at its session last held in the month of January cannot finally dispose of or for the purposes of justice is of opinion that it is inexpedient finally to dispose of the case of any prisoner or person committed for trial in any one of the counties or parts of counties to which this order relates, then the said Central Criminal Court shall order the removal of such prisoner to the gaol of the county or place whence he came in order that he may be tried at the next spring assizes, and the prosecutor and witnesses in attendance at the said Central Criminal Court shall enter into recognizances for their appearance at the said assizes, and if an indictment or indictments has or have been found against the prisoner, the clerk of the said Central Criminal Court shall transmit the indictment or indictments and the depositions and all other things relating thereto to the clerk of assize at such assizes, together with a copy of the order of court, and such prisoner or person shall be tried upon such indictment or indictments as if the same had been found at the said Spring Assizes, and such prisoner may be removed from the said gaol of Newgate to the gaol whence he came without writ of *habeas corpus*, but with a copy of the said order of court, and all such other proceedings shall be had and taken as if the said prisoner or person had not been removed to the said gaol of Newgate.

(10) If in pursuance of the 18th section of the Central Criminal Court Act as applied by this order, any writ of *certiorari* or *habeas corpus* be issued for the removal of any indictment or presentment, or of any person in custody from the jurisdiction of the justices of the peace for the counties or parts of the counties to which this order relates, to the Central Criminal Court, one week's notice shall be given in manner required by that section.

(11) Except where the context otherwise requires, the terms used in this order shall have the same meaning as that which the same terms have in the Winter Assizes Act, 1876.

(12) This order, unless earlier revoked, shall be in force until the 1st day of October, 1877. C. L. PEEL.

At the Court at Balmoral, the 23rd day of October, 1876. Present, the Queen's most excellent Majesty in Council.

In pursuance of the Winter Assizes Act, 1876, her Majesty is pleased, by and with the advice of her most honourable Privy Council, to order as follows:—

1. The Northern and Salford divisions (as defined by the Order in Council of the 4th day of May, 1864) of the county of Lancaster, the county of Cumberland, and the county of Westmorland shall, for the purpose of winter assizes, be united together and form one county, under the name of the Winter Assize County, No. 1.

2. The winter assizes for the said winter assize county shall be held at Manchester.

3. The court at the winter assizes at Manchester shall have jurisdiction to try any prisoner committed in the said winter assize county who may be brought before it, and shall have the same powers with respect to the trial of and passing sentence upon such prisoner as a court of oyer and terminer and gaol delivery would have had at the assizes in the county where, but for the said Winter Assizes Act, such prisoner would have been tried, and for the purpose of giving effect to any sentence, whether it be capital or a sentence of penal servitude or imprisonment, shall have power to remit the prisoner back to the gaol from which he was sent for trial, there to be dealt with according to law.

4. The sheriff of the county of Lancaster shall alone act for the purpose of the winter assizes for the said winter assize county, and, subject to the provisions of this order, shall have jurisdiction for that purpose over the whole district constituting the said winter assize county, and precepts and other documents relating to the said winter assizes shall be addressed to him alone.

5. The precepts of the judges to the said sheriff shall direct him to summon the grand jurors and petty jurors from the county of Lancaster, and the jurors so summoned shall be deemed to be good and lawful men of the body of the several counties constituting the said winter assize county.

and the grand and petty jury formed out of those jurors shall be deemed to be a grand and petty jury respectively of the body of the said counties respectively, and shall have jurisdiction accordingly.

6. The precepts of the judges to the said sheriff shall direct him to cause the prisoners from all the prisons in the said winter assize county, who under the provisions of this order will have to be tried at Manchester, to be brought there, and the sheriff shall cause such prisoners to be brought accordingly without any writ of *habeas corpus*.

7. In all matters, not before specifically mentioned, the precepts of the said sheriff shall direct him to issue, and he shall issue, the like notices, precepts, warrants, and documents, and perform the same acts (*mutatis mutandis*) as if he were sheriff for the whole of the said winter assize county, and all under-sheriffs, bailiffs, constables, and officers in the said winter assize county shall obey accordingly.

8. The said sheriff shall as to all matters in relation to such winter assizes for which no specific provision is made by this order, have the same power, jurisdiction, and responsibility as if he were sheriff for the whole of the said winter assize county, except that this provision shall not authorize the said sheriff to carry sentences into execution outside the county of Lancaster, or to levy outside the said county fines imposed or recognizances estreated at the said winter assizes.

9. All justices of the peace, mayors, coroners, escheators, stewards, bailiffs, gaolers, constables, officers, and persons having authority and being under an obligation to attend the assizes for any county comprised in the said winter assize county, or to certify, transmit, or deliver to the court of assize, or the proper officer thereof, any indictment, inquisition, recognizance, examination, deposition, or document, shall have the same authority and be under the same obligation to attend at the winter assizes held for the said winter assize county, and to certify, transmit, or deliver to the court of assize or the proper officer thereof, such indictment, inquisition, recognizance, examination, deposition, or document.

This provision shall not apply to the sheriffs of any of the counties constituting the said winter assize district, other than the sheriff of the county of Lancaster.

10. In all indictments and presentments at the said winter assizes, the venue laid in the margin thereof shall, in addition to the name of the county where the offence is charged to have been committed, contain the words, "Winter Assize County, No. 1."

11. Any person who in the said winter assize county after the date of this order, and before the said winter assizes, enters into a recognizance to appear and prosecute, or give evidence, or to appear and answer before a court of oyer and terminer or general gaol delivery, shall be bound to attend at the winter assizes for the said winter assize county.

12. In all cases in which the like recognizances have been entered into in the counties constituting the said winter assize county prior to the making of this order, such recognizances shall be deemed to have been entered into for attendance at the winter assizes for the said winter assize county, and every person bound by such recognizance shall be bound to appear at such last-mentioned winter assizes, or forfeit his recognizance, provided that not less than six days' notice to appear at such winter assizes shall have been given to such person, either by serving the same upon him personally, or by leaving the same at the place of residence as of which he is described in his recognizance, and the clerks to the committing justices or the coroners, as the case may be, in the said winter assize county shall issue such notices as aforesaid.

13. Ten days before the day fixed for the opening of the commission at Manchester, a list of the prisoners to be removed for trial at the said winter assizes for the said winter assize county, so far as the same list can then be made out, shall, together with a short statement of the offences with which they are charged, be transmitted by the gaoler of each prison in which such prisoners may be, to the sheriff of the county of Lancaster, and the said sheriff shall cause to be inserted in one or more newspapers in the winter assize county the said list and statement, and a notice that the persons bound by recognizances to appear and prosecute or give evidence for or against the prisoners so removed, shall appear and prosecute and give evidence at Manchester.

14. It shall be lawful for the gaoler of the gaol in which prisoners who are to take their trial at the winter assizes for the said winter assize county shall be in custody, three days before the day upon which the winter assizes for the said winter assize county are appointed to be held

to send, without any writ of *habeas corpus*, such prisoners to the gaol at Salford for the purposes of their trial, and to take all proper steps for their transmission to the said gaol, and their maintenance by the way, and the gaoler of the said gaol shall receive such prisoners into his charge and custody on their arrival, and shall keep and maintain them in the said gaol until they are either ordered to be discharged or remanded by proper authority, or until they shall have been tried and sentenced, and proper arrangements have been made for their being sent back to the prison from which they were sent for trial.

15. The expenses of and incidental to the removal of a prisoner to the gaol at Salford for the purposes of his trial, and of his maintenance in such gaol, and of his removal after trial from such gaol to the prison of the county or place in which he shall have been committed for trial, shall be paid by the prison authority of the prison from which he was originally removed, and any difference between the prison authorities as to the amount of such expenses shall be determined by the Secretary of State for the Home Department for the time being, and his decision shall be final.

16. The clerk of the Crown for the county of Lancaster shall be the clerk of the Crown at the winter assizes for the said winter assize county, and shall have all powers of taxation of bills of costs, expenses of prosecution and witnesses, and all other powers necessary for checking and paying such costs relating to the trial of prisoners that the clerk of assize in the county where such prisoners were committed would have had if such prisoner had been tried at the assizes held in such last-mentioned county.

Where any person is committed for trial in the said winter assize county, any judge of the High Court of Justice, or the committing justice or justices, or any two of the justices of the county or place from which he is committed may, upon the application of such prisoner, direct the treasurer of the county or place where the prisoner was committed to advance to the prisoner a sum not exceeding £20 to enable him to defray the travelling expenses of his witnesses, and the treasurer shall advance such sum, and shall deduct it out of the amount ultimately allowed in respect of such witnesses.

17. In any case where money is ordered by the court at the winter assizes for the said winter assize county to be paid in respect of costs and expenses of prosecutors and witnesses, the same shall be paid by the treasurer of the county or place by whom the same would have been payable had a like order been made by a court of oyer and terminer or gaol delivery in the county where the trial would have taken place but for the Winter Assizes Act and this order; and every such treasurer or some known agent shall attend the said winter assizes during the sitting of the court to pay all such orders.

18. Where the court at the winter assizes for the said winter assize county remand a prisoner or adjourn any trial, or otherwise make an order respecting a prisoner committed for trial but not acquitted or convicted, the court may make such order with respect to the removal of such prisoner to a prison in the county or place in which he was committed for trial as to the court seems just, and the prisoner may be removed accordingly without any writ of *habeas corpus*.

19. Nothing in this order shall authorize the trial at the winter assizes for the said winter assize county of any person who shall have been admitted to bail, and shall not at the time of the holding of such winter assizes for the said winter assize county be in custody, unless such person is jointly charged with another person in actual custody.

20. Except where the context otherwise requires, terms used in this order shall have the same meaning as that which the same terms have in the Winter Assizes Act, 1876.

21. This order, unless earlier revoked, shall be in force until the 1st day of October, 1877. C. L. PEEL.

Orders containing similar provisions are made for the other counties. The effect of these orders will be seen from the table given *ante*, p. 8.

PUBLIC COMPANIES.

November 10, 1876.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '99, 107½	Ditto 5½ per Cent., May, '79, 87
Ditto for Account, —	Ditto Debentures, 4 per Cent. April, '84
Ditto 4 per Cent., Oct. '88, 103½	Do. Do. 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent., £1000
Ditto Enhanced Fr., 4 per Cent., 85	Ditto, ditto, under £1000
2nd Enf. Fr., 3 per Cent., Jan. '73	

GOVERNMENT FUNDS.

3 per Cent. Consols, 96½	Annuities, April, '85, 97
Disto for Account, Dec. 1, 96½	Do. (Red Sea T.) Aug. 1898
Do 3 per Cent. Redwood, 95	Ex Bille, £1000, 2½ per Ct. 2 pm
New 3 per Cent., 95	Ditto, £300, Do, 27 p.m.
Do 3½ per Cent., Jan. '94	Ditto, £100 & £300, 27 pm.
Do 2½ per Cent., Jan. '94	Bank of England Stock. — per
Do 5 per Cent., Jan. '73	Ct. (last half-year), 25 5
Annuities, Jan. '80 —	Ditto for Account.

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter.....	100	—
Stock Caledonian.....	100	122½
Stock Glasgow and South-Western.....	100	106
Stock Great Eastern Ordinary Stock.....	100	51
Stock Great Northern.....	200	135
Stock Do., A Stock.....	100	144
Stock Great Southern and Western of Ireland.....	100	—
Stock Great Western-Original.....	100	106½
Stock Lancashire and Yorkshire.....	100	135
Stock London, Brighton, and South Coast.....	100	118½
Stock London, Chatham, and Dover.....	100	92½
Stock London and North-Western.....	100	146½
Stock London and South-Western.....	100	128
Stock Manchester, Sheffield, and Lincoln.....	100	74
Stock Metropolitan.....	100	105½
Stock Do., District.....	100	48½
Stock Midland.....	100	135
Stock North British.....	100	107
Stock North Eastern.....	100	158½
Stock North London.....	100	137
Stock North Staffordshire.....	100	67
Stock South Devon.....	100	69
Stock South-Eastern.....	100	126

* A receives no dividend until 6 per cent. has been paid to B.

At the annual general meeting of the Gresham Life Assurance Society, held on Thursday, the report stated that the new premiums for the year amounted to £50,139, the annual income to £487,168, and the realized assets to £2,287,813. A bonus of £30,000 was declared divisible.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ALLEN—Nov. 7, at 116, Upper Brook-street, Manchester, the wife of Charles Royle Allen, solicitor, of a son.
CHAMBERS—Nov. 6, at Northfield, Eastbourne, the wife of G. F. Chambers, barrister-at-law, of a daughter.
MARSHALL—Nov. 2, the wife of Thomas Marshall, solicitor, High Wycombe, of a son.
PALMER—Nov. 3, at Albert-place, Kensington, the wife of J. E. Palmer, barrister-at-law, of a daughter.

MARRIAGE.

PATTON—FURLONGER—Nov. 1, at St. Michael's Church, Betchworth, Surrey, Frederick J. Patton, B.A. Ball Coll., Oxon, barrister-at-law, Inner Temple, son of the late Joseph Patton, M.A. T.C.D., Professor of Mathematics in Elphinstone College, Bombay, to Edith, third daughter of Charles J. Furlonger, of Old House, Betchworth.

DEATHS.

CROCKER—Nov. 4, at 22, Bedford-row, Henry Crocker, solicitor, aged 72.
SPARLING—Nov. 6, at 6, Warrersville-road, Hornsey-rise, William Sparling, solicitor, aged 91.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Nov. 3, 1876.

Clark, George, and Joseph Soles, 17, King st., Cheapside, London, Solicitors. Oct 30

TUESDAY, Nov. 7, 1876.

Gover, James Dinley, and Edwin Norton, 2, King st., Cheapside, London, Solicitors. Nov 2

Parker, George Francis, and Charles Wollaston Locke, Miners buildings, Finsbury, London, Solicitors. Nov 1

Winding up of Joint Stock Companies.

FRIDAY, Nov. 3, 1876.

LIMITED IN CHANCERY.

Albion Steel and Wire Company, Limited.—By an order made by Field, J., dated Oct 24, it was ordered that the voluntary winding up of the above company be continued. Singleton and Tattershall, Great James st., Bedford row, agents for Bramley, Sheffield, solicitor for the petitioner.
Alexandra Palace Company, Limited.—By an order made by Huddie-

ston, B., dated Oct 24, it was ordered that the above company be wound up. Dawes and Sons, Angel court, Throgmorton st, solicitors for the petitioners.

Cornwall Chemical Company, Limited.—Petition for winding up, presented Oct 28, directed to be heard before the M.R. on Nov 11. Paterson and Co, Queen Victoria st, agents for Broomhead and Co, Sheffield, solicitors for the petitioners.

Flagstaff Silver Mining Company of Utah, Limited.—Petition for winding up, presented Oct 27, directed to be heard before the M.R. on Nov 11. Snell, George st, Mansion House

TUESDAY, Nov. 7, 1876.

LIMITED IN CHANCERY.

Cornwall Chemical Company, Limited.—Petition for winding up, presented Nov 2, directed to be heard before V.C. Hall on Nov 17. Crook and Smith, Fenchurch st, solicitors for the petitioners.

Genie Gas Company, Limited.—V.C. Bacon has, by an order dated Aug 30, appointed Alfred Laas, Gracechurch st, to be official liquidator. Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Dec 18, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Kosher Meat Supply Association, Limited.—V.C. Mallins has, by an order dated Oct 31, appointed George William Wood, Sambrook court, and Abraham Moses Cohen, Bedford place, Russell sq, to be official liquidators.

Langham Skating Rink Company, Limited.—Petition for winding up, presented Nov 4, directed to be heard before the M.R. on Nov 18. Hopgood, Whitehall place, solicitor for the petitioners.

Portland Cement, Lime, and Parbeck Marble Company, Limited.—Creditors are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts or claims, to George Bligh Capel, Lawrence lane. Tuesday, Dec 19, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Railway and General Light Improvement Company, Limited.—The M.R. has fixed Monday, Nov 20, at 12.30, at his chambers, as the time and place for the appointment of an official liquidator.

Ynicedwyn Iron, Steel, and Coal Company, Limited.—Petition for winding up, presented Nov 6, directed to be heard before the M.R. on Saturday, Nov 15. Palmer and Co, Trafalgar sq, solicitors for the petitioner.

STANNARIES OF CORNWALL.

Kingston Consols Silver Lead Mining Company, Limited.—Petition for winding up, presented Oct 30, directed to be heard before the Vies Warden, at the Princes Hall, Truro, on Thursday, Nov 23, at 11. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the registrar's office, Truro, on or before Nov 21, and notice thereof must at the same time be given to the petitioner, his solicitor, or his agents. Hodge and Co, Truro, agents for Harrison, London wall, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 3, 1876.

Barker, Henry Winter, Chorlton-upon-Medlock, Manchester, Butcher Dec 15. Barker v Scopford, V.C. Hall. Farrer and Hall, Manchester

Davidson, Thomas, Henfield, Sussex, Gent. Dec 15. Martin v Trimmer, V.C. Hall. Dale, Furnival's inn, Holborn

Fullerton, Horatia Sophia, Bridlington Quay, York. Dec 10. Smith v Fullerton, V.C. Mallins. Holdsworth, Bush lane

Huxley, Joseph, Chester, Brewer. Nov 30. Huxley v Huxley, V.C. Mallins. Martin, Nauwich

Lindo, Sarah, Stoke Newington. Dec 11. Lindo v Nathan, V.C. Hall. Croase, Lancaster place, Strand

Poole, George, Twickenham, Devon, Farmer. Dec 1. Poole v Galliford, M.R. Day, South Molton

Sargent, Jane Alice, Lordship rd, Stoke Newington. Dec 1. Smith v Goodwin, V.C. Bacon. Brook, New Inn, Strand

Sykes, Morris Robert, Oxford st, Music Hall Proprietor. Dec 10. Milman v Sykes, V.C. Hall. Milman, Southampton buildings, Chancery lane

Torgoose, Anne, Leake, Lincoln. Dec 1. Hockley v Hockley, V.C. Mallins. Millington, Boston

Walker, James, Newburn, Northumberland, Innkeeper. Dec 10. Walker v Walker, V.C. Hall. Bush, Newcastle-upon-Tyne

Yonnz, Patterson, Seaws, nr Penrith, Cumberland. Dec 1. Birney v Young, V.C. Mallins. Little, Penrith

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 3, 1876.

Barker, Thomas Dennis, Kingston-upon-Hull, Rope Maker. Dec 15. Walker and Spink, Hull

Baxter, James, Liverpool. Jan 25. Whitaker, Lancaster place, Strand

Bourner, Mary Caroline Howard, Hoveham, Sussex. Dec 1. Malwin and Co, Hoveham

Coleman, Matthew Trollope, Surbiton, Surrey, Surgeon. Dec 14. Trollope and Wincwrtin, Abingdon st, Westminster

Cotton, Thomas, Newcastle st, Farringdon st, Type Founder. Nov 30. Broughton, Finsbury sq

Cox, Joseph, Dartmoor, Highgate rd, Ham and Beef Merchant. Dec 8. Francis Cox, 11, Belgrave rd, Upper Holloway

Dickey, William Horr., Saint Peter Port, Guernsey, Doctor of Medicine. Nov 30. Horwood and Co, John st, Bedford row

France, Ellen, Leamington, Warwick. Dec 21. Field and Sm. Leamington

Gibson, Charles Septimus, Hayden Bridge, Northumberland, Chemist. Dec 19. Wallace, Newcastle-upon-Tyne

Ginger, Esther, brixton rise. Dec 9. James and Horwood, Aylesbury

Goodwin, John, Otherton, Stafford, Farmer. Dec 30. Glover, Walsall

Hall, George, Truro, Cornwall, Gent. Nov 30. Pauli, Truro

Handford, Mary New, Newton, Cheshire. Nov 17. Smith, Hyde

Harris, Elias Rbert, Old Kent rd, Licensed Victualler. Dec 13. Child, Paul's Bakehouse court, Doctors commons

Holme, Mary, Liverpool. Dec 1. Jones and Co, Liverpool
Kendall, William, Denahager, Northampton, Farmer. Dec 30.
Parrott, Stony Stafford
Kendrick, Elizabeth, Philpot st, Commercial rd. Nov 30. Morris and
Co, Fishbury circus
Latham, William, Low Dunsforth, York, Farmer. Dec 1. Hirst and
Capes, Boroughbridge
Manger, Thomas, Ruxland, Dover, Gent. Dec 16. Clari, Dover
Mell, William, Saint Colomb Minor, Cornwall, Retired Policeman.
Dec 31. Simmons and Clark, Bath
Nash, Henry Shute, Portishead, Somerset, Esq. Dec 7. Sweet and
Burroughes, Bristol
Roberson, Sophia, Klag st east, Hammersmith. Dec 1. Hudson and
Co, Bunkersbury
Robinson, James Mowld, Beverley, York, Chemist. Dec 1. Turner,
Beverley
Roper, Francis, Halifax, York, Ironmonger. Dec 9. Booscock, Halifax
Skilton, John, Faragate, Wighton, Cumberland, Gent. Nov 21.
McKeever, Wighton
Sponser, William, Tredgar, Monmouth, Commercial Traveller. Nov
30. Harris, Tredgar
Tiver, Ann, Torsall, Stafford. Dec 1. Hinckley and Co, Lichfield
Wilson, Alexander, S. Mary Stowart, Caneham, Gloucester, Esq.
Nov 30. Gale, Cheltenham
Woods, Richard, Farington, Lancashire, Farmer. Nov 9. Andrew,
Liverpool
Worth, Adeline, Sheffield. Dec 16. Bramley, Sheffield

TUESDAY, NOV. 7, 1876.

Arnold, Elizabeth, Liverpool. Nov 28. Lynch and Teabay, Liverpool
Arnold, John, Liverpool, Licensed Victualler. Nov 28. Lynch and
Teabay, Liverpool
Battersby, Richard, Bury, Lancashire, Woollen Manufacturer. Dec
1. Grundy and Co, Bury
Baxter, William Raleigh, Emsworth, Hants, Surgeon. Dec 21.
Stening, Emsworth
Buck, Henry, Monymore Farm, Stafford, Farmer. Jan 7. Nevill
and Atkin, Tamworth
Brooks, James, Manchester, Fruiterer. Dec 16. Fox, Manchester
Clark, Henry, Sutton Common, Worcester, Innkeeper. Nov 27. Talbot,
Kidderminster
Cowen, William, Capheaton, Northumberland, Gent. Dec 7.
Fernandes, Wakefield
Davis, Mary, Lyndhurst, Hants. Dec 31. Stening, Portsea
Francis, Sir Philip, Middle Temple, Barrister-at-Law. Jan 1. David-
son, Spring 2, riden
Green, Rev Thomas Sheldon, Ravenstone, Derby. Dec 23. Burton
and Co, Nottingham
Gurner, Mary, Ickleton, Cambridge. Dec 7. Broughton, Finsbury sq
Harding, John, Warple way, Wandsworth, Gent. Dec 7. Bilton,
Vassall rd, Camberwell New rd
Hollingsworth, Nathaniel, East India avenue, Solicitor. Jan 1.
Hollingsworth and Co, East India avenue
James, John, Burgess Hill, Sussex, Esq. Jan 3. Carew, Southampton
st, Bloomsbury
Jones, Rev John Applewhite, Cuckfield, Sussex. Dec 18. Brundrett
and Co, King's Bench walk, Temple
Lane, Henry, Hereford, Tailor. Jan 1. Mumfry, Hereford
Layton, Joseph, Birmingham, Machinist. Dec 1. Ansell, Birming-
ham
Lewis, Samuel, Rowley Regis, Stafford, Nail and Chain Manufacturer.
Dec 18. Coldicot and Canning, Dudley
Munday, Alfred William, Fisherton Anger, Wilts, Gent. Dec 18.
Cobb and Smith, Salisbury, Tailor. Dec 7. Whitehead, Cambridge
Newbery, John, Cambridge, Tailor. Dec 7. Whitehead, Cambridge
Phelps, William, Montague place, Russell sq. Dec 30. Hardisty and
Rhodes, Great Marlborough st
Roper, Francis, Halifax, York, General Ironmonger. Dec 9. Booscock,
Halifax
Sampson, Marmaduke Blake, Hampton court, Middlesex, Esq. Dec
16. Paddison and Co, Lincoln's inn fields
Senhouse, Johanna, Nice, France. Feb 14. Cowburn, Lincoln's inn
fields
Shadbolt, William, Beasley Heath, Kent, Esq. Dec 9. Clarkes and
Co, Gresham House, Old Broad st
Smith, Thomas, Nottingham, Licensed Victualler. Dec 16. Wells and
Hind, Nottingham
Stronach, Margaret, Tain, Ross, Scotland. Dec 30. Burroughs and
Blades, Forest hill
Tabor, Joseph, Matthew, Brightlingsea, Essex, Merchant. Jan 1.
Smythies and Co, Colchester
Taylor, Thomas, Outwell, Norfolk, Farmer. Dec 7. Welchman and
Garrick, Upwell
Vaux, Emma, Landon rd, Stockwell. Dec 16. Daves and Sons,
Angel court, Throgmorton st
Wade, Elizabeth, Fobbing, Essex, Bargewoman. Dec 24. Woodard,
Ingram court, Fenchurch st
Walker, John, Southampton st, Holborn, Auctioneer. Dec 21. Sweet-
lin, Southampton st
White, Joseph, Landport, Hants, Oil Merchant. Nov 30. King, Portsea

BANKRUPTS.

FRIDAY, NOV. 3, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chiles, G P, Chalk Farm rd, Floor Cloth Manufacturer. Pet
Oct 31. Spring-Rice. Nov 16 at 12.30
Cohen, Lionel Andrew, Ladsenhall st, Merchant. Pet Nov 1.
Brougham. Nov 21 at 11.30
Lewis, Morgan, Mayall rd, Brixton, no occupation. Pet Oct 30.
Spring-Rice. Nov 14 at 3
Norman, William, Denman's rd, Telford rd, Camberwell, Builder.
Pet Nov 1. Brougham. Nov 31 at 11

To Surrender in the Country.

Carrington, William, Skeleton, Derby, Farmer. Pet Nov 1. Goodger.
Barton-on-Trent, Nov 15 at 10.30

Cunnington, Frederick, South Benfleet, Essex, Grocer. Pet Oct 31.
Gepp, Chelmsford, Nov 24 at 11
Hale, Edward, Pontypool, General Dealer. Pet Oct 31. Davis.
Newport, Nov 15 at 11
Morris, Berington, Newcastle-upon-Tyne, Clothier. Pet Nov 1. Mort-
imer. Newcastle, Nov 15 at 2
Mountjoy, Eliza, Cinderford, Gloucester. Pet Oct 23. Wilton.
Gloucester, Nov 18 at 12.30
Noble, Godfrey, Manchester. Pet Oct 30. Lister. Manchester,
Nov 19 at 9.30
Salton, William John Osborn, Deptford, Builder. Pet Oct 31. Pitt-
Taylor. Greenwich, Nov 14 at 2

TUESDAY, NOV. 7, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Harris, Thomas, and Lawrence Harris, St Paul's churchyard, Mer-
chants. Pet Nov 2. Pepps. Nov 21 at 12.30
Hay, Henry H, Duke st, St James' sq. Pet Nov 3. Keene. Nov
21 at 1

To Surrender in the Country.

De Verdun, Gubian, Birmingham. Pet Sept 27. Cole. Birmingham,
Nov 20 at 3
Gregory, Richard, Gateshead, Innkeeper. Pet Nov 4. Mortimer.
Newcastle, Nov 18 at 11.30
Marden, William, Nighthale rd, Wood green. Pet Nov 2. Pulley.
Edmonton, Nov 23 at 12
Perry, George, Sheffield, Ale Merchant. Pet Nov 2. Wake. Shef-
field, Nov 22 at 1
Townsend, Thomas, Plymouth, Officer in H.M.'s Army. Pet Nov 4.
Edmond, East Stonehouse, Nov 33 at 12
Worsell, Jonathan, jun, Plymouth, Cornwall, Currier. Pet Nov 4.
Chilcott. Truro, Nov 18 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, NOV. 7, 1876.

Bennett, Joseph, jun, Halifax, Clothier. Oct 31
Drinkwater, Herbert Charles, Westminster chambers, Victoria st.
Nov 2
Thomas, William Lynnall, Hove, Sussex, Engineer. Sept 22

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, NOV. 3, 1876.

Adams, John, William, Little Sailing, Essex, Farm Bailiff. Nov 15 at
2 at the White Lion Inn, Dunmow. Evans and Eagles, Bedford row
Ainscow, William, Preston, Coal Merchant. Nov 17 at 3 at offices of
Forshaw, Cannon st, Preston
Ainsworth, John, Heywood, Lancashire, Licensed Victualler. Nov 15
at 3 at the Commercial Inn, Bridge st, Heywood. Whitehead, Roch-
dale
Anderson, Samuel Smith, Bishop Auckland, Durham, Engineer. Nov
14 at 1 at the Commercial Hotel, Bishop Auckland. Thornton,
Bishop Auckland
Ayling, William Wallace, Eitham, Kent, Grain Factor. Nov 17 at 11
at offices of Foster, Birch lane
Bailey, George, Cheltenham, Gloucester, Law Stationer. Nov 18 at 12
at offices of Hoodle, Bedford buildings, Cheltenham
Bailey, John, Burnley, Lancashire, Fishmonger. Nov 17 at 3 at offices
of Sutcliffe, Grimshaw st, Burnley
Bailey, William, Cudham, Kent, Farmer. Nov 21 at 3 at offices of
Mardon, Moorgate st. Gregory, Barbican
Bartlett, Emma, Manchester, Milliner. Nov 22 at 3 at offices of Sale
and Co, Booth st, Manchester
Blakley, James, Leeds, Tailor. Nov 14 at 12.30 at offices of Watson,
Bond st, Leeds
Blenberg, Johan Wilhelm, Turin st, Bohdal green, out of business.
Nov 20 at 2 at offices of Jennings, Ladsenhall st
Bloemer, Benjamin, Scarborough, Nail Master. Nov 14 at 3 at offices
of Homfray and Holberton, High st, Brierley Hill
Body, William, Exeter, Commission Agent. Nov 16 at 2.30 at the White
Hart Hotel, Old Town st, Plymouth. Friend, Exeter
Braime, Arthur, Batley, York, Green Grocer. Nov 13 at 10.30 at offices
of Wolter, Batley
Brinjes, Martin, Brook st, Grosvenor sq, Surgeon. Nov 27 at 11 at
offices of Pike, Austin fraser
Buxton, Edwin William, South Shields, Durham, Draper. Nov 30 at 2
at offices of Purvis, King st, South Shields
Carlile, John Braithwaite, Scarborough, York, Dealer in Pictures.
Nov 17 at 12 at Abbott's Railway Hotel, York. Crowther, Scar-
borough
Chalmers, Alexander, Rotherham, York, Fish Dealer. Nov 16 at 11
at offices of Marsh, Westgate, Rotherham
Clarke, Henry Lewis, Kinsland rd, Trimming Seller. Nov 23 at 3 at
offices of Stackpool, Finner's Hall, Old Broad st
Clay, George, Wolverhampton, Stafford, Auctioneer. Nov 18 at 11 at
offices of Stratton and Radland, Queen st, Wolverhampton
Collinson, Richard Swallow, Middleborough, Tobaccoist. Nov 10 at
3 at offices of Bates, Comme clal buildings, Middleborough. Adden-
brooke, Middleborough
Comley, James Edward, Cardiff, Ironmonger. Nov 14 at 11 at offices
of Morgan, High st, Cardiff
Cordie, James, Deptford rd, Rotherhithe, Hatter. Nov 31 at 2 at offices
of Syper and Son, Winchester House, Old Broad st
Cousins, John Benjamin, High Holborn, Engraver. Nov 2 at 4 at
offices of Collins, Furnival's inn
Cox, Edward, Cheltenham, Tailor. Nov 13 at 12 at offices of Porter,
Northfield House, North place, Cheltenham
Crabtree, George, Middleborough, General Dealer. Nov 15 at 12 at
offices of Tease and Son, Bedale
Curnow, William, Swansea, Grocer. Nov 13 at 3 at offices of John,
Mountat, Swansea
Dale, Daniel, Stoke-upon-Trent, Accountant. Nov 15 at 11 at offices of
Griffith, Lad lane, Newcastle-under-Lyme
Dames, Henry, Outwell, Norfolk, Blacksmith. Nov 17 at 11 at offices
of Copman, Bowman Market
Davies, William, Llanelly, Carmarthen, Bootmaker. Nov 14 at 11 at
Rees, Thomas st, Llanelly

- Davis, John Thomas, Tynnewydd, Glamorgan, Grocer. Nov 13 at 11 at offices of Morgan, High st, Cardiff
- De Boilville, Ernest, Bedford st, Bedford sq, Newspaper-Editor. Nov 20 at 12 at offices of Lovering and Co, Gresham st. Rooks and Co, King st, Cheapside
- Dobson, Charles, Ilkley, York. Cab Proprietor. Nov 16 at 3 at offices of Marzari and Hutton, Market st, Bradford
- Douthwaite, George, Scarborough, Furniture Dealer. Nov 20 at 3 at offices of Williamson, Newborough st, Scarborough
- Douthwaite, John, Trump st, Umbrella Manufacturer. Nov 17 at 12 at offices of Swaine, Cheapside
- Elias, Samuel Jones, Swansea, Commercial Traveller. Nov 16 at 3 at offices of Smith and Co, Cambrian place, Swansea
- Ellis, Thomas, Llandudno, Carnarvon, Cabinet Maker. Nov 16 at 12 at the Queen's Hotel, Chester. Chamberlain, Llandudno
- Fieldsend, Frederick Garlick, Bradford, Paper Merchant. Nov 20 at 4 at offices of Atkinson, Tyrril st, Bradford
- Filk, Thomas, Dover, Licensed Victualler. Nov 17 at 3 at the Flour-de-lis Hotel, High st, Canterbury. Dunn, Guildhall chambers
- Frakes, Joseph, and William Frederick Bernard, Bremley-by-Bow, Gutta Percha Manufacturers. Nov 17 at 3 at offices of Gordon, Lincoln's Inn fields
- Gardiner, James, Watling st, Trimming Warehouseman. Nov 16 at 2 at the Guildhall Coffee House, Gresham st. Phelps and Co, Gresham st
- Goulton, William James, Lydney, Gloucester, Yeoman. Nov 16 at 1 at the Tavistock Hotel, Covent garden. Williams and Co, Newport, Men.
- Greenwood, James, and John Parker, Blackshaw Head, nr Hebden Bridge, York, Cotton Manufacturers. Nov 17 at 3 at the Albion Hotel, Piccadilly, Manchester. Roberts, Rochdale
- Hackett, Henry, St John st, Clerkenwell, Stationer. Nov 11 at 12 at offices of Perry, Great James st, Bedford row
- Hall, Joe, Hulme, Manchester, Coal Dealer. Nov 14 at 3 at offices of Jones, Piccadilly, Manchester
- Harding, William, Torquay, Devon, Gardener. Nov 15 at 4 at offices of Beachey, Newton Abbot
- Harris, John, and George Harris, Great Winchester st buildings, Old Broad st, Merchants. Nov 20 at 2 at the Cannon st Hotel. Phelps and Co, Gresham st
- Hart, Robert Edward, Croydon, Bootmaker. Nov 15 at 1 at Mullen's Hotel, Ironmonger lane. Pullen, Basinghall st
- Heaton, Joseph, and Samuel Heaton, Earlsheaton, York, Blanket Manufacturers. Nov 17 at 11 at the Bull Hotel, Westgate, Wakefield. Senior, Barnsley
- Henry, Thomas, Brion Ferry. Nov 13 at 1 at offices of Beckingham, Albion chambers, Broad st. Leyson, Neath
- Hill, Ensch, Longton, Stafford, Engineer. Nov 14 at 11 at the Union Hotel, Longton. Young, Longton
- Hill, John, Sale, Cheshire, Innkeeper. Nov 23 at 3 at offices of Horner, Clarence st, Manchester
- Hiscocke, John, Hackney rd, Boot Manufacturer. Nov 13 at 11 at offices of Hicks, Globe rd, Mile End
- Holmes, James, Bolsover, Derby, Horse Dealer. Nov 17 at 3 at offices of Clegg and Sons, Bank st, Sheffield
- Jackson, James William, Crewe, Cheshire, Druggist. Nov 23 at 11 at the Cheese Hall Vanita, Earls st, Crewe. Pountney
- Jamecon, William, Scruton, York, Farmer. Nov 16 at 1 at offices of Teale and Son, Bedale
- Japha, William, Liverpool, Contractor. Nov 16 at 2 at offices of Blackhurst, Dale st, Liverpool
- Jones, John Hugh, Onllwyn, Glamorgan, Grocer. Nov 16 at 12 at offices of Kempthorne, Drifryn chambers, Neath
- Jones, William, Swansea, Blacksmith. Nov 13 at 3.30 at offices of Leyson, Fisher st, Swansea
- Jones, William, Middleborough, Hairdresser. Nov 13 at 11 at offices of Hedley, Bridge st west, Middleborough
- Keen, Edwin, Acton, Cowkeeper. Nov 10 at 10 at offices of Thwaites, Basinghall st. Fulcher, Cornwall rd, Kensington rd
- Kenney, Edward Charles, Well st, Hackney, Rope Manufacturer. Nov 23 at 11 at offices of Swaine, Cheapside
- Ketteridge, Christopher, Manchester, Baker. Nov 17 at 3 at offices of Addleshaw and Warburton, King st, Manchester
- Linaker, William Gorstake, St Helen's, Lancashire, Draper. Nov 23 at 11 at offices of Sherwin and Dean, Lord st, Liverpool
- Lister, John, Old Shariton, York, Contractor. Nov 14 at 3 at the Royal Hotel, Wood st, Wakefield. Lodge, Wakefield
- Litherland, Mary Ellen, Carnarvon, Printer. Nov 17 at 2 at offices of Turner and Allanson, Church st, Carnarvon
- Mearns, James, Leeds, Draper. Nov 16 at 11 at offices of Rooke and Midgley, White Horse st, Boar lane, Leeds
- Morgan, George Goodwin, Caledonian rd, Ilkington, Furniture Dealer. Nov 16 at 2 at offices of James, Ludgate hill. Morris, Paternoster row
- North, William Isaac, Essendine, Rutland, Farmer. Nov 13 at 11 at the Stamford Hotel, Stamford. Deacon and Wilkins, Peterborough
- Ord, Robert, Midway park, Islington, Paint Agent. Nov 11 at 2 at offices of Cooper, Chancery lane
- Peacock, John Munning, Berwick st, Oxford st, Soho, Boot Dealer. Nov 16 at 3 at offices of Sydney, Leadenhall st
- Penny, Edwin, Ludlow, Salop, Farmer. Nov 23 at 2 at the Feathers Hotel, Ludlow. Anderson and Davies, Ludlow
- Powell, Thomas Gabriel, Vicarage lane, West Ham, School Board Visitor. Nov 20 at 3 at offices of Blackford and Co, College hill, Cannon st
- Prece, Alfred, Stockton-on-Tees, Painter. Nov 16 at 3 at offices of Hanton and Bolsover, High st, Stockton-on-Tees
- Randell, James, Bradford-on-Avon, Coal Merchant. Nov 21 at 12 at offices of Stone and Sparks, Town Hall, Bradford-on-Avon
- Ratley, Frederick John, Kingston-on-Thames, Linen Draper. Nov 17 at 12 at offices of Wilkinson and Howlett, Bedford st, Covent garden
- Reading, Charles William Henwood, Neville rd, South Hornsey, Professor of Music. Nov 20 at 4 at offices of Lett, Bartlett's buildings, Holborn circus
- Reed, Spencer, Princess rd, Notting hill, Butcher. Nov 21 at 2 at offices of Sopritt, Trump st, Cheapside. Robinson, Christ Church passage, Newgate st
- Rennie, Elizabeth, and Robert Maclean, Penton st, Pentonville, Credit Drapers. Nov 17 at 2 at offices of Clift, Cheapside
- Rich, Richard, Bodmin, Cornwall, Mine Agent. Nov 15 at 12 at offices of Wallis, Market st, Bodmin
- Richardson, Joseph, Oldham, Joiner. Nov 16 at 11 at the Angel Hotel, High st, Oldham. Sowerbro, Bolton
- Robson, James, Meadowfield place, Durham, Bootmaker. Nov 21 at 11 at offices of Brignall, Jun, Saddler st, Durham
- Rowbottom, John, South Ferry, Lincoln, Grocer. Nov 16 at 12 at offices of Cross, Parliament st, Kingston-upon-Hull
- Ruddle, Francis William, Hereford, Hatter. Nov 14 at 11.30 at the Wellington Hotel, Gloucester. Corner, Hereford
- Rule, William, Tynemouth, Northumberland, Draper. Nov 14 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne
- Sherwin, Thomas, Hineley, Leicester, Manufacturer of Cotton Hoisery. Nov 11 at offices of the Leicestershire Trade Protection Society, New st, Leicester, in lieu of the place originally named
- Short, Holland, Lincoln, Blacksmith. Nov 15 at 11 at offices of Pace, Jun, Flaxengate, Lincoln
- Simpson, John, Marke-by-the-Sea, York, Builder. Nov 17 at 3 at offices of Draper, Finkle st, Stockton-on-Tees
- Simpson, Robert Charles, Hardwicke, Gloucester, Innkeeper. Nov 20 at 11 at 45, Eastgate st, Gloucester. Franklin
- Smith, John Phillips, Rood lane, Manager of a Public Company. Nov 18 at 2 at offices of Campbell, Cannon st
- Spender, Eli, Trowbridge, Fish Dealer. Nov 22 at 12 at offices of Rodway, Fore st, Trowbridge
- Sprague, Sidney Davis, Clifford st, New Bond st, Tailor. Nov 20 at 2 at offices of Cape and Harris, Old Jewry. Smith, Pancras lane
- Stacy, William, Great Western terrace, Westbourne park, Doctor of Medicine. Nov 11 at 11 at offices of Flunkett, Gutter lane
- Swann, Alfred, Clapham, Bedford, Draper. Nov 16 at 12 at the Inns of Court Hotel, Holborn. Conquest and Clare, Bedford
- Thomas, Rees Mortimer, and William Hayes Gault, Liverpool, Linen-drappers. Nov 18 at 11 at offices of Browne, Dale st, Liverpool
- Thompson, Thomas, West Auckland, Durham, Butcher. Nov 15 at 3 at offices of Patrick, Jun, George st, Bishop Auckland
- Trickett, John, Sheffield. Nov 13 at 3 at offices of Fairburn, Bank st, Sheffield
- Vann, Louis, City rd, Manufacturer of Fancy Wool Goods. Nov 10 at 2 at 37, Bedford row. Marshall
- Villiers, John, Birmingham, Tailor. Nov 10 at 3 at offices of Dugmore and Pinfild, Bennett's hill, Birmingham. Walter, Birmingham
- Walls, Henry William, Attercliffe, nr Sheffield, Grocer. Nov 17 at 2 at offices of Badgers and Rhodes, High st, Rotherham
- Walter, Arthur Merton, Paul st, Finsbury, Merchant. Nov 15 at 2 at the Guildhall Coffee House. Edwards, Southgate rd
- West, John, Newport, Mon, Contractor. Nov 17 at 12 at offices of Gibbs, Tredgar place, Newport
- Wheway, James, Birmingham, Jeweller. Nov 16 at 12 at offices of Smith, Temple st, Birmingham
- Woolf, Edward, Tudhoe Grange, Durham, Auctioneer. Nov 13 at 1 at offices of Maw, Jun, High Bontrade, Bishop Auckland
- Worthington, Isaac, Middlewich, Cheshire, Clerk. Nov 9 at 10 at offices of Pointon, Market st, Crewe

TUESDAY, Nov. 7, 1876.

- Allen, John, Manchester, Provision Merchant. Nov 24 at 2 at the Clarence Hotel, Spring gardens, Manchester. Marlow, Manchester
- Anderson, James, Newcastle-upon-Tyne, Painter. Nov 16 at 2 at offices of Joels, Newgate st, Newcastle-upon-Tyne
- Archbold, John, Middleborough, York, Painter. Nov 23 at 2.30 at offices of Addenbrooke, Zealand rd, Middleborough
- Ashford, William, East Bergholt, Suffolk, Innholder. Nov 20 at 2 at offices of Mills, Elm st, Ipswich
- Atkinson, Thomas, Malby st, Bermondsey, Currier. Nov 17 at 12 at offices of Wyatt and Barraud, Arthur st west, London bridge
- Barrett, Charles, Newington causeway, Builder. Nov 16 at 2 at 37, Bedford row. Marshall
- Beasley, Thomas, Royal Lenington Spa, Fruiterer. Nov 20 at 12 at offices of Sanderson, Church st, Warwick
- Bell, Arthur James, Streetfield st, Burdett rd, Limehouse, Plumber. Nov 20 at 3 at offices of Hilbery, Crutched friars
- Booth, Thomas, Newcastle-upon-Tyne, Provision Dealer. Nov 24 at 3 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne
- Bradley, James Haworth, George Hampson, and Adam Bell, Oswald, twistle, Lancashire, Cotton Manufacturers. Nov 21 at 11 at the Mitre Hotel, Cathedral yard, Manchester. Radcliffe, Blackburn
- Brewer, Mark, Sheffield, Coal Merchant. Nov 21 at 3 at offices of Fairburn, Bank st, Sheffield
- Briscoe, Henry, Littledean hill, Gloucester, Innkeeper. Nov 23 at 3 at offices of Dighton, Mitcheldean
- Broad, Samuel Peter, Relgate, Surrey, Scrivener. Nov 25 at 3 at offices of Chinery and Aldridge, Fenchurch st
- Bull, James, Harlow, Essex, Licensed Victualler. Nov 27 at 3 at offices of Slater and Pannil, Guildhall chambers. Hewitt, Nicholas lane
- Burn, George, Newcastle-upon-Tyne, Sculptor. Nov 20 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne
- Bushell, Abraham, West Bromwich, Stafford, Contractor. Nov 20 at 11 at offices of Shakespeare, Church st, Gidbury
- Bushell, John Dunham, Birmingham, Commission Agent. Nov 13 at 10.15 at offices of East, Cherry st, Birmingham
- Carr, Thomas, Langley Moor, Durham, Grocer. Nov 14 at offices of McAllum and Co, Grainger st west, Newcastle-upon-Tyne, in lieu of the place originally named
- Cashmore, Joseph Edward, and James Edwin Cope, Birmingham, Brass Founders. Nov 13 at 3 at offices of East, Eldon chambers, Cherry st Birmingham
- Champ, William, Newcastle-under-Lyme, Butcher. Nov 18 at 12 at offices of Grimith, Lad lane, Newcastle-under-Lyme
- Cheshire, George, Hendon, Livery Stable Keeper. Nov 17 at 12 at offices of Allingham, Old Broad st
- Clarke, Francis, Bridlington, York, Tailor. Nov 22 at 10.30 at the Royal Hotel, Market st, Manchester. Marland, Bridlington
- Connor, Thomas, Pophlettyn, Glamorgan, Grocer. Nov 20 at 2 at offices of Sneyard, Castle st, Tredgar
- Cooper, George, and James Augustus Bromley, Paternoster row, Printers. Nov 23 at 3 at the Guildhall Tavern, Gresham st, Bradley, Mark lane

Cornish, William, South Norwood, out of business. Nov 24 at 2 at
 offices of Arnold, Finsbury pavement
 Crane, Peter, Liverpool, Boot Dealer. Nov 21 at 3 at offices of Par-
 kinson, Lord st, Liverpool
 Davies, Jane, Stourbridge, out of business. Nov 27 at 11 at offices of
 Collis, Market st, Stourbridge
 Dexter, Catherine, Scredington, Lincoln. Nov 23 at 11 at offices of
 Holdich, West st, New Stearford
 Evans, Frederick William, Everleigh, Wilts, Baker. Nov 18 at 1 at
 offices of Footner and Son, Bridge st, Andover
 Fairhurst, Thomas Hartley, Blackburn, Monumental Mason. Nov 21
 at 11 at offices of Darley, Lord st west, Blackburn
 Fairhurst, William, Blackburn, Paper Dealer. Nov 18 at 12 at the
 White Bear Hotel, Piccadilly, Manchester. Hall, Blackburn
 Finn, John, Bristol, Beer Retailer. Nov 23 at 12 at the Radnor Hotel,
 Nicholas st, Bristol. Tucker, Bristol
 Frakes, Joseph, and William Frederik Barnard, Bromley-by-Bow,
 Gutta Percha Manufacturers. Nov 24 at 3.30 at offices of Gordon,
 Lincoln's inn fields
 Forster, John, River Hill, Northumberland, Farmer. Nov 20 at 12 at
 offices of Batty, Hexham
 Frankland, James, Delves, York, out of business. Nov 22 at 11 at
 offices of Wilkes, Zealand rd, Middleborough
 Geake, William Venning, St Blazey, Cornwall, Grocer. Nov 17 at 12
 at offices of Carlyon, Par
 Goldstraw, Cephas, Kidegrove, Stafford, General Dealer. Nov 17 at 3
 at offices of Ashwall, Cheapside, Hanley
 Goodchild, Jackson, Bradford, Shopkeeper. Nov 20 at 3 at offices of
 Singleton, New Booth st, Bradford
 Grime, John Thomas, Ashton-under-Lyne, Draper. Nov 16 at 3 at
 offices of Binfield, Princess st, Manchester
 Hughes, Michael, Worcester, Tailor. Nov 20 at 3 at offices of Hughes,
 Pierpoint st, Worcester
 Hall, John, Luton, General Dealer. Nov 25 at 11 at offices of Shepherd
 and Ewee, Park st west, Luton
 Hawkeley, John, Monkwearmouth, Durham, Grocer. Nov 22 at 11 at
 offices of Skinner, John st, Sunderland
 Hawwell, Joseph, Accrington, Hatter. Nov 22 at 3 at the Mechanics
 Institution, St James st, Accrington. Barlow, Accrington
 Haynes, William Hartland, Birmingham, Looking Glass Frame Maker.
 Nov 15 at 12 at offices of Beaton, Temple row, Birmingham
 Hicks, Isaac Whitmore, Ipswich, Grocer. Nov 22 at 12 at offices of
 Jackman and sons, Silent st, Ipswich
 Hill, Henry, Oldswinford, Worcester, Butcher. Nov 20 at 11 at offices
 of Wall, Union chambers, Stourbridge
 Hill, James William, Kingston-upon-Hull, Boot Dealer. Nov 15 at 3
 at offices of Laverack, County buildings, Kingston-upon-Hull
 Hingley, James, Gt, Worcester, out of business. Nov 17 at 11 at
 offices of Collis, Market st, Stourbridge
 Hogarth, William, Sandriggs, Westmorland, Farmer. Nov 17 at 2.30
 at offices of Arnold, St Andrew's place, Penrith
 Holden, William Archibald, Lamb's Conduit st, Decorator. Nov 24 at
 11 at the Guildhall Coffee House, Gresham st, Wolverstan
 Holder, John Williams, Tewkesbury, Grocer. Nov 22 at 11 at the Swan
 Hotel, High st, Tewkesbury. Pitt, Worcester
 Hopwood, John, Firwyd, Denbigh, Publican. Nov 21 at 12 at the
 White Lion Inn, Hope st, Wrexham. Churton, Chester
 Irwin, Joseph, Newcastle-upon-Tyne, Painter. Nov 14 at 2 at offices
 of Fairclough, Sandhill, Newcastle-upon-Tyne
 Jebson, Joseph, Skelmanthorpe, York, Fancy Manufacturer. Nov 20
 at 3 at offices of Mills, Byram buildings, Huddersfield
 Johnson, James, and Walter Burrows, Valentine place, Blackfriars rd,
 Egg Importers. Nov 23 at 3 at offices of Aird, Eastcheap
 Knowles, Lewis William, New Windsor, Draper. Nov 20 at 3 at offices
 of Durant, Guildhall chambers
 Leares, Anne, High st, Whitechapel, Dealer in Fancy Goods. Nov
 27 at 11 at offices of Davis, Harg Lane
 Lindsay, William, Farnham, Plumber. Nov 23 at 12 at offices of
 Knight and Ward, West st, Farnham
 Llewellyn, Charles Owen, Britton Ferry, Glamorgan, Commission
 Agent. Nov 17 at 11 at offices of Charles, Parade, Neath
 Luton, George Daniel, Grundy st, New Town, Poplar, General Dealer.
 Nov 15 at 3 at offices of Godfrey, Gresham buildings, Basinghall st.
 Watson, Guildhall yard
 Marrett, Charles James, Wandsworth rd, Marble Merchant. Nov 20
 at 2 at offices of Tilley and Soames, Finsbury place south
 Mason, Joseph, Boston, Lincoln, Cutler. Nov 17 at 3 at offices of
 Dyer, Church lane, Boston
 Matthews, Robert, and Simon Whittaker, Manchester, Plumbers. Nov
 23 at 3 at offices of Rylance and Barker, Essex st, Manchester
 McCleane, Matthew Wellington, Southport, Lancashire, Builder. Nov
 20 at 3 at the Houghton Arms Hotel, Houghton st, Southport.
 Parkinson, Liverpool
 McGann, Henry, Webber st, Blackfriars rd, Wood Turner. Nov 24 at
 12 at 74a, Southwark bridge rd
 McKeon, Thomas, Bootle, Lancashire, Provision Dealer. Nov 21 at 3
 at offices of Murphy, Dale st, Liverpool
 Meadows, Elijah, Ipswich, Suffolk, Stationer. Nov 29 at 2 at offices of
 Pollard, St Lawrence st, Ipswich
 Metcalf, Anthony John, Spennymore, Durham, Lemonade Manufac-
 turer. Nov 21 at 12.30 at offices of Figg and Son, High Tenter st,
 Bishop Auckland
 Miles, Charles, Wells st, South Hackney, Furniture Dealer. Nov 28 at
 3 at offices of Green, Queen st
 Miles, James, Wellington, Salop, Livery Stable Keeper. Nov 21 at 12
 at the Crown Hotel, St Mary's st, Shrewsbury
 Moss, Tom, Manchester, Music Seller. Nov 23 at 3 at offices of Hall
 and Son, Fountain st, Manchester
 Murdock, David, Chepstow, Mon., Travelling Draper. Nov 20 at 2 at
 offices of Williams and Co, Exchange, Corn st, Bristol. Beckingham,
 Bristol
 Newman, Henry, Aston, nr Birmingham, Licensed Victualler. Nov
 17 at 3 at offices of Rowlands, Ann st, Birmingham
 O'Brien, John, Liverpool, Coach Builder. Nov 31 at 12 at offices of Car-
 ruthers, Clayton sq, Liverpool
 Orbel, Alfred, Birmingham, Retail Brewer. Nov 18 at 1 at offices of
 East, Eldon chambers, Cherry st, Birmingham

Ormerod, John, Accrington, Lancashire, Coal Dealer. Nov 17 at 3 at
 the Derby Hotel, St James' st, Accrington. Tattersall, Blackburn
 Palmer, Lewis Edward, and Charles Henry Palmer, Ilminster, Somerset,
 Drapers. Nov 23 at 11 at the Cannon st Hotel. Paul, Ilminster
 Paxton, William George, Bradford-on-the-Green, Northampton, Shoe
 Manufacturer. Nov 20 at 11 at offices of Jeffery, Market sq, North-
 ampton
 Perl, Michael, Rochester, Kent, Cigar Merchant. Nov 21 at 3 at offices
 of Goldberg, West st, Moorgate st
 Philpott, James, Brighton, Theatrical Agent. Nov 18 at 2 at the
 Masons' Hall, Tavem, Masons' avenue, Basinghall st. Gammon,
 Barge yard, Battersea
 Price, William, Littledean, Gloucester, Baker. Nov 23 at 11 at offices
 of Barrup, Newnham
 Protheroe, Eleanor, Ystradgynlais, Brecon, Grocer. Nov 20 at 3 at
 offices of Davies and Harland, Retland st, Swansea
 Readings, Henry, Birmingham, out of business. Nov 18 at 11 at offices
 of Burton, Union passage, Birmingham
 Redhead, John, Barrow-in-Furness, Boot Manufacturer. Nov 18 at 11
 at the Imperial Hotel, Cornwallist, Barrow-in-Furness. Bradshaw
 and Pearson, Barrow-in-Furness
 Reid, James, Holcove st, Regent's park, Glass Stainer. Nov 16 at 3
 at offices of Cooper, Chancery lane
 Reynolds, Edward, Royston, Cambridge, Licensed Victualler. Nov 20
 at 1 at the Bull Hotel, Royston. Barker, Hitchin
 Rhode, James, Pembroke Dock, Pembroke, Grocer. Nov 18 at 11 at
 offices of Parry, Upper Meyrick st, Pembroke Dock
 Scott, George Bewick, Leeds, Wine Merchant. Nov 22 at 2 at the
 Cannon at Hotel, Malcolm
 Slade, Edwin, and Richard Edwin Roston, Chatteris, Cambridge,
 Auctioneers. Nov 16 at 12.30 at offices of Margate, Chatteris
 Smith, Frank, Hanley, Stafford, Auctioneer. Nov 13 at 11 at the
 George Hotel, Jordan gate, Maclesfield
 Smith, William, Brightwell terrace, Wandsworth, Clerk. Nov 13 at
 2.30 at the Fountain and Star, Coleman st
 Snelar, John, Twynning, Worcester, Land Agent's Assistant. Nov 20
 at 3 at offices of Pitt, The Avenue, Cross, Worcester
 Stockham, William John, Swansea, Baker. Nov 20 at 11 at offices of
 John, Mount st, Swansea
 St Quintin, James Herbert, Gloucester, Furniture Japanner. Nov 18
 at 11 at offices of Hees, St John's lane, Gloucester
 Swete, Edward Horatio Walker, Leamington, Warwick, Doctor of
 Medicine. Nov 18 at 2.30 at Southam House, Leam terrace, Leamington
 Tarneton
 Tomlinson, William Edward Wright Massey, Broabottom, Cheshire,
 Grocer. Nov 17 at 3 at offices of Darnton and Bottomley, Norfolk
 st, Manchester
 Tredwell, James Osborne, Charlton-by-Newbottle, Northampton,
 Pa.ner. Nov 23 at 10 at offices of Crooby, Banbury
 Tyte, William Henry, Walcot, Bath, Bootmaker. Nov 20 at 12 at
 offices of Ricketts, Farnham, Bath
 Villiers, Edmund, Frith st, Soho, Jeweller. Nov 16 at 3 at offices of
 Jones and Co, Lancaster place, Strand
 Wallace, Thomas, Liverpool, Bootmaker. Nov 20 at 3 at offices of
 Lupton, Harrington st, Liverpool
 Wells, Isaac Askew, Woodford, Northampton, General Dealer. Nov
 25 at 10 at offices of Girling, Market sq, Wellingborough
 Whittaker, William, Winterton, Lincoln, Provision Dealer. Nov 20 at
 11 at offices of Grange and Wintingham, West St Mary's gate,
 Great Grimsby
 Williams, Charles, Harrogate, Fancy Dealer. Nov 20 at 12 at offices
 of Bateson, Harrogate
 William, Morgan, Aberdare, Glamorgan, out of business. Nov 23 at 11
 at offices of Richards, Canon st, Aberdare
 Williams, William, Jun, Cardiff, Broker. Nov 21 at 10 at offices of
 David, Newport, Mon
 Willis, Henry, Leeds, Silk Mercer. Nov 20 at 2 at the Queen's Hotel,
 Wellington st, Leeds. Rider
 Yates, Joseph Mortimer, Idle, York, Furniture Dealer. Nov 13 at 3
 at offices of Singleton, New Booth st, Bradford
 Zurnahlen, Frederick, Liverpool, Bootmaker. Nov 24 at 3 at offices
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